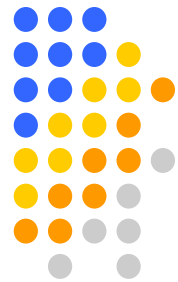


# CHARTING YOUR COURSE

A Property Owners Guide to Increasing Rental Property Value and  
Enhancing Property Management





**A Property Owners Guide to Increasing Rental Property Value  
and Enhancing Property Management**

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**City of Norfolk Virginia**

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This manual has been greatly enhanced by suggestions collected from a range of property managers and law enforcement agencies across the country. The Tucson AZ Police Department provided in-depth suggestions that improved the chapter on *Preparing the Property*. The City of Milwaukee (WI) Department of Building Inspection has, through dedicated efforts to develop a *Landlord Training Program* in Milwaukee, provided a valuable opportunity to test and improve many of the concepts described in this manual. The City of San Bernardino (CA) has also tested and developed new sections that debut in the national manual's second edition.

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The City of Norfolk began the Healthy Apartments Program in 1994 with a simple vision: create and maintain safe and healthy apartment communities. The principles of Healthy Apartments grew out of hours of analysis and experimentation by City agencies in partnership with apartment managers, owners, tenants and the surrounding communities. This manual recognizes the vital role that apartments play in the overall health and safety of our City.

We would like to acknowledge the tireless contributions of those who have worked on adapting this manual for Norfolk apartment owners and managers. Officers John Donahoo, Pete Maisonave and Judy Hash worked as a team to adapt the work of John Campbell and Campbell DeLong Resources, Inc. into a user-friendly resource manual. We also gratefully acknowledge the contributions of the many landlords and property managers who were interviewed during project's development.

In 2012, with the Neighbors Building Neighborhoods philosophy, the City of Norfolk wanted to reinstate the manual and ensure that the City is working with rental property owners and tenants to ensure that there is affordable, safe housing available throughout Norfolk.

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### FOREWORD

*Charting Your Course* is a *Neighbors Building Neighborhoods* initiative of the City of Norfolk that seeks to create partnerships between the City and landlords with one common goal: create and maintain safer and healthier apartment communities for the people of Norfolk. The manual is grounded in the belief that the quality of life for landlords and tenants can be improved if four basic principles are strengthened:

1. PARTNERSHIPS. City staff and landlords should foster healthy relationships.
2. HEALTHY PHYSICAL ENVIRONMENT. The physical condition of rental properties must be healthy and code compliant.
3. TENANT INTEGRITY. Eliminate trespassing and other unacceptable conduct by those without a legitimate reason to be on the property.
4. CRIME PREVENTION. Educate residents and landlords regarding the importance of crime prevention (block security and Crime Prevention Through Environmental Design ~ CPTED).

Chronic drug dealing and other illegal activity can reduce a neighborhood to a mere shell of the healthy community it once was. Frustrated citizens often look only to the police or “the system” for solutions and forget that neighbors and landlords have tremendous power over the basic health of a community.

Both the City government and police department have critical responsibilities, but citizens, landlords, tenants and homeowners remain the foundation. This manual attempts to address the principles stated above with a proactive approach to property management.

Citizens decide which problems require action. A city typically responds only after citizens recognize and report illegal activity. When problems arise, one of the first and most important decisions is made by the affected homeowners, tenants and landlords: ignore it, run from it or do something about it. Each party plays a different role. Each bears a responsibility to keep a community strong.

The most effective way to deal with drug activity on rental property is through a coordinated effort involving police, landlords and neighbors. Efforts are underway that encourage neighbors to take more responsibility for crime prevention on their blocks. You can learn how to keep illegal activity off your property and make a commitment to immediately removing or stopping it when it occurs.

The intention of this manual is to aid you in helping honest tenants rent from responsible landlords, while preventing those involved in illegal activity from abusing both rental housing and the neighborhoods in which they stand.

We know that past abuses of the system have come from both sides. We also know that most landlords want to be fair and that most tenants are good people. Responsible property management and ownership begins with the idea that it will benefit all involved parties. If the information provided here is used responsibly, all of us - tenants, landlords, and owner-occupants - will enjoy safer, more stable neighborhoods.

### KNOW THE VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT

While federal fair housing laws apply nationwide, most laws that regulate rental relationships in Virginia are covered by the Virginia Residential Landlord & Tenant Act (VRLTA). Each state has their own landlord and tenant laws, but, the philosophy behind the laws are often very similar. Landlord/tenant laws define a balance between the rights of rental owners to control, protect and benefit from their investments and the rights of tenants to control, protect and enjoy privacy at home. Unfortunately, the balancing act results in some dissatisfaction on both sides. Scratch the surface in most states, and you will quickly find those who believe the local laws are “stacked against the landlord” and others who believe with equal fervor that the law is “unfair to tenants”.

What we have also found on both sides is a surprising level of misinformation. We have repeatedly heard landlords tell us that the law ties their hands in ways that it does not, and tenants express fear about powers that landlords do not actually have. It may surprise the layperson to know that we have also spoken with attorneys who are mistaken about the content of the law. Given this experience, our suggestion is this: do not necessarily believe the “folk law” you hear, and do not assume that every lawyer is an expert in these issues. If you need legal assistance, find an attorney who specializes in landlord/tenant issues and get a copy of the VRLTA. The VRLTA can be found online at:

<http://www.dhcd.virginia.gov/images/Housing/Landlord-Tenant-Handbook.pdf>. Your best chance for a fair application of landlord/tenant law comes with complete knowledge of it.

### COSTS AND BENEFITS

Community-oriented property management is good business. Landlords and property managers who apply the active property management principles presented in this manual and in the accompanying training have consistently seen improvements in the quality of their rental business. Applying the information presented in this training can result in significant benefits to each of the three interest groups in a residential neighborhood: whole communities can become safer, residents can enjoy better housing and landlords can enjoy greater business success.

#### Costs of Drug Activity in Rentals

When drug criminals operate out of rental property, neighborhoods suffer and landlords pay a high price. That price may include:

1. Declining property values - particularly when the activity begins affecting the neighborhood's.
2. Property damage arising from abuse, retaliation or neglect.
3. Toxic contamination and/or fire resulting from manufacturing or grow operations.
4. Civil penalties (including loss of property) and property damage resulting from police raids.
5. Loss of rent during eviction and repair periods.
6. The fear and frustration of dealing with dangerous tenants.
7. Increased resentment and anger between neighbors and property managers.

## Charting Your Course

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### Benefits of Active Management

Active management can prevent much of the rental-based drug crime occurring today. Developing an active management style requires a commitment to establishing a new approach. The landlords and managers interviewed for this manual who have made the switch to more active management consistently report these rewards:

1. A stable, more satisfied tenant base.
2. Increased demand for rental units - particularly for multi-family units that have a reputation for active management.
3. Lower maintenance and repair costs.
4. Improved property values.
5. Improved personal safety for tenants, landlords and managers.
6. The peace of mind that comes from spending more time on routine management and less on crisis control.
7. Appreciative neighbors.

### CHAPTER 1: PREPARING THE PROPERTY

Make the environment part of the solution.

#### ADVICE WE WERE GIVEN:

“Drug people don’t like to be seen. They can set up anywhere, but the farther they are from the manager’s office or the more hidden the house is from view, the better they like it.” — Police officer.

## THE BASICS

Make sure the aesthetic and physical nature of the property is attractive to honest renters and unattractive to dishonest ones.

## KEEP THE PROPERTY UP TO HABITABILITY STANDARDS

Maintaining housing standards is important to the public welfare and it protects against overall neighborhood decay. A substandard rental unit is more likely to attract drug criminals. It announces to potential criminals that the landlord’s standards are low and that inappropriate tenant behavior is likely to be overlooked.

Eviction of a knowledgeable problem tenant from a poorly maintained unit can be both time consuming and expensive. Landlord/tenant laws generally protect tenants from retaliation if the tenant has legitimate complaints that the landlord has not complied with minimum housing standards. If a landlord attempts to evict a problem tenant from a substandard unit, a court may be confronted with having to weigh the behavior of a problem tenant against that of a problem landlord. In effect, landlords who fail to meet their responsibilities under the law may find that they have compromised their rights under the law as well.

Before renting your property, make sure it meets applicable local maintenance codes which can be found on the City of Norfolk’s website, MuniCodes <http://library.municode.com/index.aspx?clientId=10121&stateId=46&stateName=Virginia>, the habitability requirements of the VRLTA, and - if you rent to Housing Choice Voucher tenants - the U.S. Department of Housing and Urban Development’s (HUD) standards for “decent, safe, and sanitary” housing. While many of the basic elements of these requirements will overlap, they won’t entirely, so you will need to check all three sources to make sure you are in compliance. For a general discussion of basic requirements, see the chapter on *Ongoing Management*.

## CPTED DEFINED

Crime Prevention Through Environmental Design, (CPTED pronounced “Sep Ted”) is a field of knowledge developed to demonstrate that the architecture of some buildings deters crime while that of others encourages it. These concepts were originally designed to help reduce crime to a property (e.g. burglary).

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They are now known to also help prevent crime *from* a property (e.g. drug dealing, drug manufacturing and illegal gang activity).

The goal of CPTED is to address community and residential concerns:

- No signs of residential ownership
- Distinguish public space from private space
- Create identifiable, enclosed property
- Improper placement of shrubs
- Little -o-no lighting
- Neighborhoods with no visual appeal to draw residents outside
- No access control mechanism to establish private space.
- No enforceable private space for residents



It is important that lighting, landscaping and building design combine to create an environment where drug dealers, burglars and other criminals do not feel comfortable. Basic steps include: making it difficult to break in, closing off likely escape routes and making sure public areas can be easily observed by nearby residents as they go about their normal activities. There are four basic elements of CPTED

- **Natural Surveillance** is the ability to look into and out of your property. Crime is less likely to occur if criminals feel they will be observed. Keep shrubs trimmed so they don't block the view of windows or porches. Install glass peepholes so children and adults can see who is at the door *before* they open it. Prune tree branches that hang below six feet. Install low-energy-usage outdoor lighting along the paths. Mount motion-activated lights in private areas (such as driveways). Keep drapes or blinds open during the day; leave porch lights on at night.
- **Access Control** means controlling entry and exit. Crime is less likely if the criminal feels it will be hard to get in or that escape routes are blocked. Examples of this range from something as simple as a locked

door to a 24-hour guard station or remote-activated gate. This concept applies to individual apartments as well as single family dwellings with measures like deadbolt locks, security pins in windows and sliding-glass doors. In high rise apartments, the buzzer for opening the front door from inside an apartment is an example of an access control device.

- **Territoriality** is making a psychological impression that someone cares about a property and will engage in its defense. Conveying territoriality can be accomplished by posting signs, general cleanliness, high maintenance standards and politely questioning strangers. Signs that tell visitors to report to the manager, define rules of conduct, warn against trespassing or merely announce neighborhood boundaries are all part of asserting territoriality. Other examples; cleaning off graffiti the day after it appears or painting a mural on a blank wall; both send a message that minor crime won't be overlooked.
- **Activity Support** is the school of thought that increasing the presence of law-abiding citizens can decrease opportunities for criminals. Neighborhood features that are not used for legitimate activities are magnets for illegal activities. Organizing events or improving public services in parks and school yards; holding outdoor gatherings on hot summer nights; and accommodating bicycles, joggers and fitness walkers are all examples.

How these concepts are best applied in a given property depends on many factors, including the existing landscaping, building architecture, availability of resident managers, management practices, presence of security personnel, desires of law abiding residents and others.

Using the crime triangle example, three elements **must occur at the same time** in order for a crime to occur.



**Intent** – Is a person with the criminal intent to commit a crime

**Victim** – Is any person, place or property

**Opportunity** – Is the environment or opportunity for a person to commit a crime

CPTED and other crime prevention strategies' goal is to reduce **opportunities** for crime to occur.



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No signs of residential ownership  
No enforceable private space for residents



Enforceable private space for residents  
Access control mechanism



No identifiable enclosed property  
Improper placement of shrubs



Proper placement of shrubs  
Signs of residential ownership



No evidence of community investment



Signs of community involvement



### KEEP THE PROPERTY VISIBLE AND CONTROL ACCESS

The following are some recommended first steps for making CPTED changes to rental property. Alone, few of the following elements will have a significant impact. Together, they will stop some operators from wanting to move into the property and will make it easier for neighbors (or surveillance teams) to observe and document illegal activity, should it begin. Initial steps include:

- **Use lighting to its best advantage.** Install photosensitive lighting over all entrances. Buyers, sellers and manufacturers of illegal drugs don't like to be seen. At minimum, the front door, back door and other outside entrance points should be equipped with energy-efficient flood lighting that is either motion or light sensitive (designed to turn on for a few minutes when a person approaches or to activate at sunset and stay on till dawn). Backyards and other areas should also be illuminated, as appropriate. While lights should illuminate the entrances and surrounding grounds, they should not shine harshly into windows - not yours or the next-door neighbor's. Be sure applicants understand that the lighting is part of the cost of renting and that it must be left active.

In apartment complexes, make sure that all walkways, activity areas and parking lots are well-lit (especially along the property perimeter). Covered parking areas should have lighting installed under the canopy. All fixtures should be vandal-resistant designed. Landscape planning should take into account how future plant growth will impact lighting patterns.

- **Make sure fences are see through.** If you install fencing, chain link or wrought iron types are best because they limit access without also offering a place to hide. Wood fencing can also be used effectively, provided wide gaps are left between the boards. In some cases, you might also consider a lower fence height - for example, four feet high instead of six. Consider replacing or modifying wood fences that have minimal gaps between boards. Keep hedges trimmed low.
- **Keep bushes around windows and doorways well trimmed.** Bushes should not impair the view of entrances and windows. Tree branches should also be trimmed from the ground so as to discourage the possibility of a person hiding.
- **Clearly post the address.** Only the drug operator will benefit if the address is difficult to read from the street. When address numbers are faded, hidden by shrubs, not illuminated at night or even falling off, neighbors will have difficulty reporting activity and police will have even more difficulty finding poorly marked address when called.

Large apartment complexes should have a permanent map of the complex, including a "you are here" point of reference, at each driveway entrance. These maps should be clearly visible in all weather and well-lit. If the complex consists of multiple buildings, make sure building numbers can be easily read from any adjacent parking area, 24-hours a day. Ensure that rental units are numbered in a logical and consistent manner to make it possible for officers to locate a unit as rapidly as possible if called for assistance.

- **Control traffic flow and access.** In larger complexes, control access points to deter uninvolved pedestrians and automobiles from entering the property. People involved in drug activity prefer drive through parking lots (those with multiple exits). Consider blocking some parking exits, adding fencing

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and rerouting traffic so all automobile *and* foot traffic, coming and going, must pass the same point - within view of the manager's office. If more control is needed, issue parking permits to tenants. Post signs forbidding cars without permits to use the lot. Towing companies that specialize in this type of business can provide you with signs, usually for a nominal setup fee. Depending on the availability of street parking for guests, either deny guest parking altogether or limit it to specific spaces. Be consistent in having violators towed. Remember, it is *your* parking lot, not a public one. Parking is a privilege that you control.

- **Before building, design for a strong sense of community.** Each of the other steps described in this section should be integrated into building plans to help design a safer rental unit from the very beginning of development. For apartment complexes in particular, building plans should include design elements that will help foster a sense of community. Recreational areas and other community facilities can help encourage neighbors to become acquainted. Building layouts should nurture a more personalized, neighborhood environment rather than reinforcing any feelings of isolation and separation from the community.

## KEEP THE PROPERTY WELL-MAINTAINED

Housing that looks maintained will not only attract good tenants, it will also *discourage* many who are involved in illegal activity. Changes that help communicate “safe, quiet and clean” may further protect the premises from those who want a place where chronic problem activity might be tolerated. While these approaches are useful in any type of rental, because of the day-to-day control that apartment owners have over the common areas of their property, the following approaches can make a particularly strong difference in multi-family complexes:

- **Quickly remove graffiti.** Graffiti may be the random work of a juvenile delinquent or the work of a gang member marking territory. Regardless, it serves as an invitation for more problems and it can demoralize and intimidate a neighborhood. If you believe graffiti may be gang related, call the police. Then remove it or paint over it. Remove it again if it reappears. Do not allow it to become an eyesore.
- **Repair vandalism.** As with graffiti, an important part of discouraging vandalism is to repair any problems as quickly as possible. If the vandalism appears to be directed against you or your tenants, the police should be immediately advised and additional approaches discussed for addressing the situation.
- **Keep the exterior looking clean and fresh.** New paint, well-tended garden strips and litter-free grounds help communicate that the property is maintained by someone who cares about what happens there.



### CHAPTER 2: APPLICANT SCREENING

“An ounce of prevention...”

#### COMPLAINTS WE HAVE HEARD:

“People say you should screen your tenants. You can’t. The applicants lie about their previous landlord - they give you a fake address and the phone number of their brother. You call up the brother, he plays along and you never discover they were evicted at the last two houses they rented.”

“I thought I was calling the previous landlord and it was the applicant’s parents - and the parents played along. It ended up in eviction, some months later.”

“We can’t screen tenants worth anything. If you don’t do it right, you could be sued for discrimination. So you check to see if they have income and that’s it.”

#### ADVICE WE WERE GIVEN:

“I went to a meeting for landlords about these issues. I was surprised - most people in the room couldn’t understand why they were getting bad tenants. They just couldn’t see that there are ways to keep that from happening.”

“Most landlords, even some ‘pros,’ are still practicing the old way of doing things - they take a social security number, make one phone call, and rent to the person. Then they wonder where the problems are coming from. Well the old methods don’t work anymore.”

“I’ve just quit relying on character judgment. For managing rental property, it doesn’t work. I have a set application process, written down. Applicants must meet all the criteria. If they do, I rent to them. If they don’t, I don’t. It is simple, legal, and fair. At this point, every one of my properties has good people in it.”

“Many landlords are frightened of the fair housing laws. Some believe they can’t screen at all. If landlords establish a fair screening procedure and follow it equally for each applicant, they will have a very strong case against discrimination lawsuits.”

“When I call previous landlords to verify an applicant’s record, most are surprised to get a screening call from another landlord - apparently it happens too rarely.”

### THE BASICS

Attract honest tenants; discourage dishonest applicants from applying. Have a backup system to help discover if a dishonest person has applied. Use a process that is legal, simple and fair.

There are two ways to screen for potentially troublesome tenants:

1. **Encourage self-screening.** Set up situations that discourage those who are dishonest from applying. Every drug dealer who chooses not to apply is one more you don’t have to investigate.
2. **Uncover past behavior.** More often than not, a thorough background check will reveal poor references, an inconsistent credit rating or falsehoods recorded on the application.

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The goal is to weed out applicants planning illegal behavior as early as possible. It will save you time, money and all the entanglements of getting into a legal contract with people who may damage your property and harm the neighborhood.

For the following steps to be most effective, it is just as important that applicants actually read and understand the rules and the process as it is that you implement the process. Implementing elements of the following suggestions may help protect you legally. Making sure that an applicant knows your commitment to the process may help prevent problems before they start.

A word of caution: If you are looking for a one-step solution, you won't find it here. There are no magic phone numbers you can call to get perfect information about applicants and their backgrounds. Effective property management requires adopting an approach and attitude that will discourage illegal behavior, while encouraging the stabilization, and then growth, of your honest tenant base. What makes the following process so effective is not any one step, but the cumulative value of the approach.

### APPLICANT SCREENING, CIVIL RIGHTS AND FAIR HOUSING

Landlords are sometimes confused over how much authority they have to turn down applicants. A few even believe that civil rights laws require them to accept virtually *any* applicant. This is not the case.

Civil rights laws are designed to protect the way applicants are screened and to make sure that all qualified applicants feel equally invited to apply. Federal fair housing guidelines prohibit discrimination based on race, color, religion, sex, handicap, national origin or familial status (presence of children). Many state and local governments add more categories - marital status, sexual orientation, source of income or participation in a government subsidy program are common examples. The purpose of these laws is to prevent discrimination on the basis of a person's membership in a protected class. Nothing in the law forbids you from setting fair screening guidelines and applying them equally to all applicants.

Keep in mind that every person belongs to these various classes. Each of us can be defined in terms of our race, color, sex, national origin, familial status, handicapped status, etc. So *any* time you deny an applicant, you have, in a sense, denied someone who belongs to a protected class. The question is whether or not you treat applicants or tenants adversely *because* of the class to which they belong. If the criteria you set are blind to class issues, and you apply them consistently, you may turn down applicants who do not measure up.

The key lies in making sure your process is fair - that it neither directly nor indirectly discriminates on the basis of one of the federally defined classes or other classes that may also be protected in your community. To comply, you should design a fair process *and* apply it consistently and equally to all applicants. The following examples are consistent with federal fair housing guidelines:

- You may have a rule that requires all applicants to show a photo I.D., and you may turn down applicants who cannot produce a photo I.D. The practice becomes illegal when you apply the rule inconsistently - requiring I.D. from people of one class but not from those of another.
- You may give a document to all applicants that outlines rules of the unit and warns against selling drugs on the property. The practice becomes illegal when you hand it to applicants of one class, but not of another. Should you develop such a document, also make sure the wording used does not discourage members of a protected class from applying.

- You may refuse to rent to anyone who lies to you during the application process or provides false information on the application. This is both legal and highly appropriate.
- You may require all applicants who say they intend to park an automobile on your property to show current car registration, proof of insurance and a valid driver's license along with their completed rental application. You may deny tenancy to those who wish to have a car on the property without showing such documentation.

There is nothing illegal about setting fair criteria and holding all applicants to the same standards. By the consistent use of such guidelines you can retain full and appropriate control over who lives in your rental units and who does not.

### WRITTEN TENANT CRITERIA: WHAT TO POST

Many of the attorneys and legislative authorities interviewed for this manual recommend developing written rental criteria and posting a copy of those criteria in your rental office. If you do not have a rental office that all applicants visit, they suggest attaching a copy of the criteria to every application you give out.

If you are going to use written criteria, remember to have applicants read the document. Posting information alone is of limited prevention value unless applicants know it is there.

The following is intended as a generic example of information a manager might post and direct each applicant to read. The intent is to encourage every honest tenant to apply, while providing dishonest applicants with an early incentive to seek housing elsewhere. Every drug dealer who doesn't apply is one more you don't have to deal with.

By itself, this information will scare off only a few people involved in illegal activity. Most have heard tough talk before. Many expect landlords to be too interested in collecting rent to care about applicant screening. It is important to follow through in word *and* action. Continually reinforce the point that you enjoy helping honest tenants find good housing by carefully screening all applicants, and *then actually screen them*.

While we have attempted to make sure the following section adheres to the goals of Federal Fair Housing Act (FHA) (42 USCS 3601 et seq) and the Virginia Fair Housing Law (VFHL) (@36-96.1 et seq of codes of VA), there may be criteria listed that do not meet the requirements of some state or local civil rights laws. Complying with federal and local civil rights laws involves much more than the language used in the applicant screening process. If you are not familiar with Virginia's fair housing responsibilities, seek information from a local rental housing association or from an attorney who specializes in the subject.

The following is only an example intended to show various types of rules that might be set. You should adjust the criteria as appropriate for your own needs. Whatever criteria you set, have them reviewed by an attorney familiar with current landlord/tenant issues before you post them.

#### Introduction

Here it is important to set the tone for your applicants - make sure that good applicants want to apply and that bad applicants may begin to think twice. Here's one approach:

## Charting Your Course

We are working with neighbors and other landlords in this area to maintain the quality of the neighborhood. We want to make sure that people do not use rental units for illegal activity. To that end, we have a thorough screening process.

If you meet the application criteria and are accepted, you will have the peace of mind of knowing that the other renters in this area [**apartment complex**] are being screened with equal care, and as a result, there may be a reduced risk of illegal activity occurring in the area.

Please review our list of criteria. If you feel you meet the criteria, please apply.

Please note that we provide equal housing opportunity: *we do not discriminate on the basis of race, color, religion, sex, handicap, national origin or familial status* [**add other protected classes, as required by state and local law**].

### Screening Criteria

- **A complete application.** *One for each adult (18-years of age or older planning to live or reside in a unit). If a line isn't filled in, or the omission explained satisfactorily, the application will be return it to you to be completed.*

This criterion helps to ensure that every application has enough information for you to make an informed decision. One of the simpler methods for hiding one's financial history is to forget to fill in one's social security number or date of birth on the application form. Without a name, social security number, and date of birth, credit checks cannot be run. To the person contemplating illegal activity, this requirement will communicate a very basic message - that you will actually screen your applicants. That message alone will turn away some.

This rule also allows you to receive an application from *each* roommate and not just the one with the good rental history. People involved in illegal activity may have friends and roommates who still have clean credit or a good rental history. The obvious approach for such people is to have the person with the good rental history apply and then follow that person into the unit. You have a right to know who is planning to live in the unit, so require an application and verify the information for each person.

- **Rental history verifiable from unbiased sources.** *If you are related by blood or marriage to one of the previous landlords listed, or your rental history does not include at least two previous landlords, we will require: a qualified co-signer on your rental agreement (qualified co-signers must meet all applicant screening criteria) or an additional security deposit of X amount.*

It is your responsibility to provide us with the information necessary to contact your past landlords. We reserve the right to deny your application if, after making a good faith effort, we are unable to verify your rental history.

*If you owned - rather than rented - your previous home, you will need to furnish mortgage company references and proof of title ownership or transfer.*

Variations of this rule have been used by many landlords to address the issue of renting to those who do not have a rental history or those who say, "I last rented from my mother (or father, aunt, or uncle)." This makes it harder for a dishonest applicant to avoid the consequences of past illegal behavior - while loyal relatives may say a relation is reliable, they might think twice about co-signing if they know that isn't true.



If requiring a co-signer seems unwieldy for your type of rentals, you may want to offer a different option: require additional pre-paid rent or security deposit from people who don't have a verifiable rental history.

- **Sufficient income/resources.** *If the combination of your monthly personal debt, utility costs, and rent payments will exceed X% of your monthly income, (before taxes), we will require a qualified co-signer on your rental agreement (or an additional deposit of X amount). If the combination exceeds X+Y% of your monthly income, your application will be denied.*

*We must be able to verify independently the amount and stability of your income. (For example: through pay stubs, employer/source contact or tax records. If self-employed: business license, tax records, bank records or a list of client references.) For Norfolk Redevelopment and Housing Authority's (NRHA) Housing Choice Voucher applicants, the amount of assistance will be considered part of your monthly income for purposes of figuring the proportion.*

You can, and should, verify self-employment. Drug dealers may describe themselves as self-employed on the assumption that you will have to take their word as verification. Some will be unprepared to supply tax returns, a copy of a business license or other verification.

It may also be appropriate to remove income requirements for Housing Choice Voucher applicants since NRHA will have already determined the amount of subsidy based on ability to pay. It is important to understand and follow the rules for the Housing Choice Voucher Program or any other rental subsidy program which your tenants participate. Some landlords include a condition for those applicants who do not have a regular monthly income, but do have substantial savings from which to draw. Landlords who set such guidelines often define a minimum cash net worth (described as a multiple of the monthly rent) for people in this category.

- **Two pieces of I.D. must be shown.** *We require a photo I.D. (a driver's license or other government issued photo identification card) and a second piece of I.D. Present with your completed application.*

This is a simple and effective rule. The second piece of identification does not have to be very "official" — a credit card, student ID card or many other types of cards will do. The issue is that a person who carries false identification may not have two pieces of false I.D. with the same name on them.

- **NRHA's Housing Choice Voucher information access.** *Housing Choice Voucher applicants must sign a consent form allowing the NRHA to verify information from your file regarding your rental history.*

New HUD guidelines permit public housing agencies to allow the landlord to verify certain types of information in the applicant's Section 8 file. Check with NRHA to find out how the guidelines are applied in your area.

- **False information is grounds for denial.** *You will be denied rental if you misrepresent any information on the application. If misrepresentations are found after a rental agreement is signed; your rental agreement will be terminated.*

If your applicants are not honest with you; you may turn them down. It's that simple.

- **Criminal convictions for certain types of crimes will result in denial of your application.** *You will be denied rental if, in the last X years, you have had a conviction for any type of crime that would be considered a serious threat to real property or to other residents' peaceful enjoyment of the premises, including the manufacture or distribution of controlled substances.*

This criterion is more controversial than it may seem, because people who have completed their prison terms need a place to live. Don't use this requirement as a crutch. Many drug dealers haven't yet

been convicted of a crime. Few people who are planning to use a rental for illegal activity, whether or not they have a criminal record, will have a verifiable, clean rental history. If you are conscientiously performing the other recommended screening steps, this criterion will often be unnecessary.

- **Certain court judgments against you may result in denial of your application.** *If, in the last X years, you have been through a court ordered eviction or had any judgment against you for financial delinquency, your application will be denied. This restriction may be waived if there is no more than one instance, the circumstances can be justified and you provide a qualified co-signer on your rental agreement.*

You may turn down most applicants who have been through a recent court-ordered eviction, but we recommend maintaining flexibility for some instances. After all, some evictions are not deserved. It also seems inherently more fair to give people who have made a single mistake the chance to improve. Criminal and civil cases for Virginia General District Courts can be found at the General District Court Online Case Information System (<http://epwsgdp1.courts.state.va.us/gdcourts2/captchaVerification.do?landing=landing>). You can verify if a previous landlord has taken the applicant to court for illegal detainer or other rental agreement violations.

- **Poor credit record (overdue accounts) may result in denial of your application.** *Occasional credit records showing payments within \_ to \_ days past due will be acceptable, provided you can justify the circumstances. Records showing payments past \_ days are not acceptable.*

If you are renting property, you are effectively making a loan of the use of your property to your tenant. Banks don't loan money to people with poor credit. You don't have to loan the use of your property either.

You may also want to have exceptions for specific types of bills. For example, you might wish to allow exceptions if the only unpaid bills are for medical expenses. Regardless of what other exceptions you define, remember that it is a very poor idea to accept tenants who have a history of not paying previous landlords. If they didn't pay the last landlord, they may not pay you either.

- **Poor references from previous landlords may result in denial of your application.** *You will be turned down if previous landlords report significant complaint levels of noncompliance activity such as: repeated disturbance of the neighbors' peace; reports of prostitution, drug dealing, or drug manufacturing; damage to the property beyond normal wear; reports of violence or threats to landlords or neighbors; allowing persons not on the lease to reside on the premises; or failure to give proper notice when vacating the property.*

*You will also be turned down if a previous landlord would be disinclined to rent to you again for any reason pertaining to lease violating behavior by yourself, your pets, or others allowed on the property during your tenancy.*

Check your local laws for behaviors you can list in this type of requirement. The example above uses a combination of violations of one state's landlord/tenant law and the rental agreement requirements of the landlord doing the screening.

- **There is a conditionally refundable \$X application deposit.** *If you are accepted, the deposit will be applied to your security deposit. If you withdraw your application after we have incurred screening expenses, we will not refund your deposit. In all other cases, the deposit will be refunded.*

The key is to assure that every applicant who does apply is committed to renting the unit. That way the landlord doesn't waste time and money screening those who are not planning to rent. This requirement



may also discourage some people involved in illegal activity from applying. See the section ABOUT FEES AND APPLICATION DEPOSITS in the **VRLTA 55-248.6:1** for more on this topic.

- **We will accept the first qualified applicant.** In the interests of ensuring that you meet the requirements of fair housing laws, this is the best policy to set. Take applications in order, noting the date and time on each one. Start with the first application. If that applicant meets your requirements, go no further. Offer the unit to the first applicant. This is the fairest policy you can set, and it helps make sure that you do not introduce inappropriate reasons for discriminating when choosing between two different, qualified applicants.

### Rental Agreement

Some landlords post a copy of the rental agreement next to their screening requirements; others offer a copy to all who wish to review it. The key is to make sure that each applicant is aware of the importance you place on the rental agreement. You may want to set an additional procedure to ensure that every applicant is aware of key elements of the agreements that limit a tenant's ability to allow others to move onto the property without the landlord's permission. One approach:

*If you are accepted, you will be required to sign a rental agreement in which you will agree to abide by the rules of the rental unit or complex. A complete copy of our rental agreement is available for anyone who would like to review it. In addition to other important requirements, please note that your rental agreement will:*

- *Require that you prevent all household members, guests and visitors from engaging in any lease violating behavior.*
- *Forbid you and any member of your household, or your guests, from engaging in illegal drug use, sale, manufacture, distribution or other criminal activity on or near the property.*
- *Limit your ability to allow guests to stay for X days without the advance permission of the landlord.*
- *Provide that serious or repeated violations of the lease requirements on these items, or any other item addressed by the rental agreement, will result in termination of your rental agreement.*

*Please read the entire rental agreement carefully, as we take each part of the agreement seriously. The agreement has been written to help us prevent illegal activity from disturbing the peace of our rental units and to help ensure that our tenants the best housing we can provide.*

### Other Forms and Procedures

You may also want to post information, as applicable, about waiting list policies, security deposits, prepaid rent, pet deposits, check in/check out forms, smoke detector compliance and other issues relating to rental of the unit.

## REGARDING BORDERLINE APPLICANTS

The preceding criteria include a number of examples where exceptions are made in borderline cases if the applicant can provide a co-signer. Alternately, some flexibility can also be introduced by setting rules that

require borderline applicants to provide larger deposits or more prepaid rent. Introducing such flexibility to your application process can ensure that you do not turn down good applicants who have a single, justifiable problem on their credit report. Use of such borderline conditions can result in a fairer process for your applicants as well. As with all aspects of managing rental housing, apply your policies for borderline applicants consistently, regardless of the protected class of the applicant.

### APPLICATION INFORMATION: WHAT TO INCLUDE

The best approach is to avoid reinvention of the wheel - contact a local legal publishing company, a rental housing association or your own attorney for copies of appropriate forms. Whether you are using application forms or rental agreements, make sure you have forms that were designed specifically for the laws that govern your area and are up-to-date with any recent changes. It is highly suggested that you work with a lawyer to develop a strong rental agreement which will stand up in court if you do need to evict a tenant.

**1. These requirements, and others, will be on many standard forms:**

- Full name, including middle.
- Date of birth
- Driver's license/I.D. number and state.
- Social security number (you'll need it for the credit check).
- Name, date of birth and relation of all people who are going to occupy the premises.
- Name, address and phone number of past two landlords.
- Income/employment history for the past year. Income/salary, contact/supervisor's name, phone number and address. If self-employed, ask for copy of business license, tax returns, bank records, or client references.
- Additional income — it is only necessary to list income that the applicant wants included for qualification.
- Credit and loan references. Auto payments, department stores, credit cards and other loans.
- Bank references. Bank name, account number, address and phone number.
- AS APPROPRIATE: Name and phone number of a relative to call in case of emergency; information about pets and deposit rules; other information required for application.

**2. The following question is not typically on standard forms, but could be added. If you are going to use it, make sure you include it on all application forms and not just some of them.**

- *"In the last X years, have you, or any other person named on this application, been convicted for dealing or manufacturing illegal drugs?" (You could also ask about other types of crime that would constitute a threat to the health, safety or welfare of other tenants or neighbors — burglary, robbery, sexual assault and child molestation are common examples.)*  
*Of course, if they do have a conviction, they may lie about it. However, if you discover they have lied, you have appropriate grounds for denying the application or, with the right provision in your lease, terminating the tenancy. It is one more warning to dishonest tenants that you are serious in your resolve.*

### ABOUT FEES AND APPLICATION DEPOSITS

In Virginia, landlords can charge an application fee to defray the cost of screening. Some landlords require an application deposit at the time of application to make sure the applicant is serious about renting the unit. While policies vary, most stipulate that if the applicant is accepted, but chooses not to rent the apartment, the fee or deposit will not be refunded. The value of charging a fee or collecting a deposit with the application is preventive:

- **Fees and deposits can promote self-screening.** People who are planning illegal activity may recognize your charging a fee as a further indication of your commitment to screen carefully. Such a policy can further discourage those who plan on filling out multiple applications, waiting to set up a drug operation with whichever landlord accepts them first.
- **Fees and deposits can save time.** You will spend less time screening people who then decide not to rent from you. With a financial commitment involved, an applicant might also take an extra few minutes to make sure every line on the application is filled in completely and accurately - making your verification process that much easier. Your best investment of the time you save? Spend it screening each applicant more thoroughly.

Charging an application deposit or an application fee is not for everyone. Because of the potential for abuse, the VRLTA regulates policies associated with deposits and fees, so verify that your policy is acceptable **VRLTA 55-248.4. Definitions, 55-248.6:1 and 5-248.15:1**. Unless regulated differently in your area, we suggest the following approach as a fair “earnest fee” policy:

- **Keep it reasonable.** Charge enough to cover the direct out-of-pocket costs of screening a single applicant, but no more (e.g., the cost of a credit check or the amount you pay a screening company). Remember, the major value in charging an application fee or collecting a deposit is to make sure the applicant is committed to renting the unit. The fee won’t necessarily cover all the costs you incur to screen applicants.
- **Keep it fair.** Return fees or deposits to all honest applicants who were not given the opportunity to rent the unit. Return the money even if you incurred some screening costs on those applicants. If honest applicants are required to pay a fee when they are not offered an apartment, the cost of just *finding* housing can become prohibitive.

For more information about fee and deposit policies - as well as guidance on appropriate forms to use - contact a local property management association or an experienced landlord/tenant attorney. For those who are running multi-family units, you may also wish to consult those same sources about a related issue: how to implement a fair waiting list policy for qualified applicants willing to wait for an available unit.

### HOW TO VERIFY INFORMATION

Many landlords are *surprised* to receive calls from other landlords inquiring about the quality of a past tenant. Apparently it doesn’t happen often enough. As one landlord put it, “You can spend \$100 in time and money

up front or be stuck with thousands later.” As another put it, “99% of these problems can be avoided through effective screening. There is no better investment you can make.”

As you review the following list, keep in mind that you will not have to do every step for each applicant, but the basics, written in **bold** letters, should be done every time. If you implement no other recommendations in this manual, implement these:

- **Compare the I.D. to the information given.** Make sure the photo I.D. matches the applicant and the information matches that given on the application form. If the picture, address and numbers don't match the application information, find out why. You may have cause to deny the application. Unless obvious inconsistencies can be explained and verified to your satisfaction, you don't have to rent to the applicant.
- **Have a credit report run and analyzed.** A credit report will provide independent verification of much of the application material. You can find out about past addresses, court ordered evictions, credit worthiness, past due bills and other information. The reports are not foolproof, but they provide a good start. Here are your options:
  - **Join a credit bureau.** If you are managing a number of units and are likely to be screening multiple applicants every month, you may find it cost-effective to join a credit bureau directly and spend the time to learn how to interpret their reports. While this is an option, note that even some very large management companies go through associations or contract with applicant screening firms to gain the benefit of their outside expertise.
  - **Or:**
  - **Have a third party pull the report and offer interpretation.** If you are not screening a sufficient volume of applicants, or would like assistance in interpreting the reports, contact an applicant screening firm or local rental housing association for assistance. Services vary from organization to organization and you should shop for the organization that best meets your needs. At one end of the spectrum are organizations that handle the entire applicant screening process for you. At the other end of the spectrum are organizations that simply pull the reports and mail you a copy. There are many variations in-between.
- **Independently identify previous landlords.** The most important calls you make are to the previous landlords. The best indicator of a tenant's future behavior is a tenant's past behavior. Begin by verifying that the applicant has given you accurate information.
  - **Verify the past address through the credit check.** If the addresses on the credit report and the application don't match, find out why. If they do match, you have verification that the tenant *actually lived there*.
  - **Verify ownership of the property through the tax rolls.** The City of Norfolk's Norfolk AIR at <http://gis.norfolk.gov/norfolkair/>, allows you to see the owners of property in Norfolk. (Title companies and real estate brokers typically have ready access to this information as well.) If the name matches the one provided by the applicant, you have the *actual landlord*. If the name on the application doesn't match with tax rolls, it could still be legitimate - sometimes tax rolls are not up to date, property has changed hands, the owner is buying the property on a contract or a management company has been hired to handle landlord responsibilities. Most of these possibilities can be verified. If nothing else, a landlord who is

not listed as an owner on the tax rolls should be familiar with the name of person who is listed - so ask when you call.

- **If possible, cross check the ex-landlords' phone numbers out of the phone book.** This will uncover the possibility of an applicant giving the right name, but a different phone number (e.g., of a friend who will pretend to be the ex-landlord and vouch for the applicant). If the owner's number is unlisted, you will have difficulty verifying the accuracy of the number provided on the application. The local phone company may be willing to give you the name of the person who uses the number on the application, although in most cases they won't.

Now you have verified the landlord's name, address and perhaps even phone number. If the applicant gave you information that was intentionally false, deny the application. If the information matches, call the previous landlords.

Remember, if the applicant is currently renting somewhere else, the present landlord may have an interest in moving the tenant out and may be less inclined to speak honestly. In such an instance, your best ally is the prior landlord who is no longer involved with the tenant. *Be sure you locate and talk to a past landlord with no current interest in the applicant.*

- **Have a prepared list of questions that you ask each previous landlord.** Applicant verification forms - generally available through rental housing associations or through legal publishing companies - give a good indication of the basic questions. You may wish to add other questions that pertain to your particular screening criteria. Many landlords we spoke with use this question: *"If given the opportunity, would you rent to this person again?"*

If you suspect the person listed on the application is not the actual landlord, ask about various facts listed on the application that a landlord should know: the address or unit number previously rented, the zip code of the property, or the amount of rent paid. If the person is unsure, discourage requests to call you back - offer to stay on the line while the information is looked up.

- **Get co-signers if necessary.** If the applicant meets one of your defined borderline criteria - such as having rented from a relative previously, and you have posted the appropriate rule, require that a co-signer apply with the applicant. Verify the credit and background of the co-signer just as you would a rental applicant. To ensure the legal strength of the co-signing agreement, you may wish to have your attorney draw up a document you can use for such purposes.
- **For Housing Choice Voucher tenants, hand deliver a written request for information to the Norfolk Redevelopment Housing Authority.** This process is dependent on their procedures and thus will not be available in all areas. Essentially, once you have a signed release from the applicant, you may be able to verify information on the application with that contained in the Public Housing Authority's files.
- **Verify income sources.** Call employers and other contacts using phone numbers from the directory. If an applicant is self-employed, get copies of bank statements, tax returns, business licenses or a list of client references. *Don't cut corners here!* Many drug distributors wear pagers, have cellular phones and generally appear quite successful, but they cannot verify their income with tax returns, bank statements or references from established clients.
- **Consider checking for criminal convictions.** It is perfectly legal for property owners/managers to obtain criminal background information on prospective tenants provided the request for such information is part of all prospective tenant screenings. In order to obtain this information, request the applicant to provide

## Charting Your Course

a criminal history check as part of the application process. Your chances for getting verifiable information are best if you have the applicant's name, date of birth, social security number and current address.

One cautionary note: many attorneys advise that conviction - but not *arrest* - may be used as a basis for rejecting an applicant. Patterns of arrest have proved to be discriminatory against protected classes and, as such, would be inappropriate to use as a screening criterion. Resist the urge to rely too heavily on this screening technique - there are many drug criminals who have not yet been convicted of a crime.

- **Verify all other information according to your screening criteria.** Before you call employers, banks or other numbers listed on the application, verify the numbers through your local phone book or long distance directory assistance.

### A NOTE ABOUT HIRING EMPLOYEES

Many rental property owners hire employees to assist with tenant screening, routine maintenance and other tasks. It is critical that resident managers and other "agents" of the landlord be screened even more thoroughly than applicants for tenancy. When an employee breaks the law while on duty, both the employee and the employer may be held responsible by the party that is harmed by the action. When the employee violates an element of rental housing law, the liability you will hold for employee misbehavior should be reason enough for extra screening efforts.

One screening tool that you will want to seriously consider for job applicants is a criminal conviction check, even if you don't check criminal backgrounds on prospective renters. Once property managers are hired, make certain they are trained in effective applicant screening, along with the warning signs of dishonest applicants. Be sure they understand and follow the requirements of fair housing laws.

### HOW TO TURN DOWN AN APPLICANT

If you have posted fair rental criteria and you screen *all* applicants against those criteria, you may safely reject an applicant who does not meet your guidelines. Opinions vary regarding the amount of information that is required to be given to an applicant who is denied a rental unit. (Note: if you are managing public housing or publicly subsidized units, your disclosure requirements may be greater than the ones described here.) We recommend, at the minimum, following the guidelines defined by the federal government in the Fair Credit Reporting Act for denial of credit.

The following is intended as a general overview of the process for two different types of applicant rejections. See the law itself for an exact description.

- **If the rejection is based on information, in whole or in part, from non-paid sources** (the word of a previous landlord, for example): While you are not required to disclose immediately your reason for rejecting applicants in these situations, you *are* required to advise applicants of their right to submit, within 60 days, a written request for that information and their right to a response from you, within a reasonable period of time, disclosing the nature of the information upon which the adverse decision was made.

Sample wording: “Based on a check of information you provided in your application, you do not meet our posted rental criteria. If you have questions about this decision, you may submit a request in writing to (your name and address) within 60 days, and we will explain the basis for the decision within a reasonable period of time.”

If you receive such a request, then report the nature of the information upon which the adverse decision was based. If your screening criteria are free of illegal discrimination and you have applied your criteria consistently, then you may safely reject applicants who do not measure up.

*Note this small additional requirement if the rejection is based on information from a person who is your “affiliate” (e.g. a co-worker or co-owner):* The process is identical to that described above, except that the required response time is specifically stated: 30 days or less from the date the landlord receives the rejected applicant’s written request.

When possible, keep it simple. If you are turning down an applicant simply because you accepted an earlier applicant; just say so. If one look at the application indicates that the person doesn’t have nearly enough income to rent the unit, don’t make the applicant wait a week to find out - again; just say so.

- **If the rejection is based, in whole or in part, on information from a credit report, screening company or other organization that you pay to provide screening information:** Because of the potential for abuse of, or misinformation in, credit reports, the Fair Credit Reporting Act requires that very specific information be provided to applicants who are rejected based on information obtained from a “consumer reporting agency”. While the information may be provided orally, it is a good idea to give written notification just to make sure you are in full compliance with the Act. The following is only intended as a brief orientation. The screening company or other consumer reporting agency you work with should be able to answer your questions and provide you with a simple, written form to help ensure you are in full compliance with the Act.
- In situations where adverse decisions are based, in whole or in part, on information from a consumer credit report, a landlord is *required* to provide the rejected applicant all of the following information:
  - Notice of the rejection. Sample wording: “Based on information we have received from your credit report (or other paid source) you do not meet our written rental criteria and we have therefore chosen to deny your application for tenancy.”
  - The name, address and telephone number (including a toll-free number if the agency is one that keeps nationwide consumer files) of the consumer reporting agency used that furnished the information.
  - That the consumer reporting agency did not make the decision to reject the applicant and therefore it is likely that they will not be able to explain the reason for the adverse decision.
  - That the applicant has the right to contact the consumer reporting agency within 60 days to receive a free copy of their report.
  - That the applicant has the right to dispute the accuracy or fairness of information in a consumer report furnished by the consumer reporting agency.

(Note: Have applicants get a copy of their consumer report directly from the credit reporting agency, rather than providing the applicant with a photo-copy of the report you received.)

In the interest of proving you have met disclosure requirements, you may want to hand out an information sheet with the disclosure process described and appropriate addresses



provided. Contact a local property management association for more details, and again, check your local law for additional disclosure requirements.

### OTHER SCREENING TIPS AND WARNING SIGNS

The following are additional tips to help you screen applicants. You should also be familiar with the warning signs described in the chapter on *Warning Signs of Drug Activity*.

- **Application interviews are strongly recommended.** Some landlords have started conducting a brief oral interview, often at the same time they accept the written application. Landlords who use this approach find it has these advantages: First, applicants don't know which questions are coming, so it is harder to make up a story — something that shouldn't bother an honest applicant, but may uncover a dishonest one. Second, the landlord has the opportunity to watch responses and take mental notes of answers that seem suspicious. For example, honest applicants usually know their current phone number or middle name without having to look it up.

The interview involves, at minimum, making sure the applicant can repeat basic information requested on the application form without reading it. For example, the landlord might ask the applicant to verify his or her full name, current phone number, current address and other pieces of information that most honest applicants will be familiar with immediately.

As with all policies you set, if you decide to do application interviews, you should include a commitment to making reasonable accommodations for those who cannot comply due to status in a protected class — e.g., a handicap that causes a speech problem, or possibly language skills associated with a particular national origin.

If you choose not to use an interview approach, at minimum observe the way the application is filled out. Applicants may not remember the address of the apartment they were in two years ago, but they should know where they live now, or just came from. Honest applicants can generally remember their last address, the name of their current landlord, and other facts about their life.

- **A policy requiring applications to be filled in on site is strongly recommended.** Some property managers require all application forms to be filled in on the premises. An applicant may keep a copy of their form only after it has been filled in, signed and a copy left with the landlord or manager. Applicants who are unsure of some information should fill in what they can, and come back to fill in the rest. Such a policy should not be a barrier to honest applicants - in most cases, they would have to return to bring back the signed application anyway. However, the policy can dampen the ability of dishonest applicants to work up a story.

Assuming you have communicated your commitment to keeping illegal activity off your property, such a rule may also allow dishonest or dangerous applicants to exit with minimal confrontation. Without an application in hand they are less likely to pursue making up a story and, once off the premises, they may simply choose not to return.

If you use such a policy, make sure it includes making reasonable accommodation for people whose particular handicap, or other protected characteristic, would otherwise result in the policy being a barrier to application.



- **Watch for gross inconsistencies.** When an applicant arrives in a brand new, luxury sports car and fills out an application that indicates income of \$1,000 a month, something isn't right. There are no prohibitions against asking about the inconsistency or even choosing to deny the applicant because the style of living is grossly inconsistent with the stated income. You may also deny the applicant for other reasons that common sense would dictate are clearly suspicious (credit reports can also reveal such oddities - for example if the applicant is paying out much more per month to service credit card debts than the applicant is taking in as income, something isn't right). Many don't realize it, but unless such a decision would cause a disproportionate rejection of a protected class (e.g., race, color, religion and others) the law allows room to make such judgment calls.

While you may not discriminate on the basis of race, color, religion, sex, handicap, national origin, familial status (the presence of children) as well as other classifications that may be added by your state or local jurisdiction, you *may* discriminate on the basis of many other factors, *provided the effect is not a disproportionate denial of a protected class*. If you deny the applicant for such a reason, record your evidence and the reason for your decision. Be careful when making decisions in this area, but don't assume your hands are tied. The law is written to prevent discrimination against protected classes. You are not required to look the other way when gross inconsistencies are apparent.

- **Be aware that people involved in illegal activity may use “fronts” to gain access to your property.** You may rent to someone who has an acceptable rental history and no record of illegal activity, yet once that person moves in, boyfriends, girlfriends, other acquaintances or family members move in and begin dealing drugs and generating other crime or nuisances. In some cases, the people you thought you rented to don't move in at all. After using their good references to rent the unit, they give the key to drug dealers for a fee. *Across the nation, it is the permission given by tenants to guests and others who have not signed the rental agreement that causes the greatest degradation in the quality of life in rental housing communities — both public and private.*

Warning applicants that they will be held accountable for their guests, and then enforcing such a requirement with your tenants, is a cornerstone of protecting your property and the surrounding neighborhood. Make sure your tenants know that they must control their guests, and if they cannot, they should quickly ask for help. Most rental agreements specify that only people named on the agreement are allowed to use the unit as their residence.

- Wording is important as it relates to this issue. It is critical that tenants know they are responsible for the conduct of guests, whether known or unknown, while those guests are on the premises. By using the word “premises” in lease agreements, the tenant can be held accountable for conduct of guests anywhere on the property. In addition, by using the phrase “guests, whether known or unknown” the property owner indicates that the tenant is responsible for the behavior of individuals unknown to him/her who were brought onto the property by another party.

Make sure such a stipulation is in your rental agreement and point it out to all applicants. Emphasize that having another person move in requires submitting that person's application and allowing you to check references before permission is granted.

If you make it clear you are enforcing these rules to prevent illegal activity, you may scare away potential drug dealers, but keep good renters feeling protected. You may further calm concerns of

good renters if you assure them that you will not raise their rent because an additional person moves in. For more about this issue, see the section on *Rental Agreements*.

- **Watch out for Friday afternoon applicants who say they must move in that very weekend.** Drug dealers know that you may not be able to check references until Monday, by which point they will already be in the rental unit. Tell the applicant to find a hotel or a friend to stay with until you can do a reference check. Could it cost you some rent in the short run? Yes. Will it save you money in the long run? *Absolutely.* Ask any landlord who has dealt with a drug problem in a rental unit. It is worth avoiding. (Some landlords allow weekend applicants to move in if they can independently verify their story, but you are better off waiting until you can verify the entire application.)
- **Observe the way applicants look at the unit.** Do they check out each room? Do they ask about other costs (heating, garbage service, etc.) Do they visualize where the furniture will go, which room the children will sleep in or how they'll make best use of the kitchen layout? Or did they barely walk in the front door before asking to rent, showing a surprising lack of interest in the details? People who are planning an honest living care about their home and will show it in the way they look at the unit. Some who rent for illegal operations forget to pretend they have genuine interest. If the applicant shows little interest in any of the property except the electrical service, take note. Meth labs and marijuana grow operations can include rewiring efforts.
- **Consider alternate advertising methods for your property.** Houses that are within a few miles of colleges or business parks may be desirable housing for students or professionals. Some landlords have found success in posting advertising at such locations, targeting people who already have a credible connection to the community.  
If you are going to consider such an approach, keep in mind that fair housing guidelines apply in all aspects of managing rental housing, including advertising selection. Advertising through community colleges may be acceptable, because such colleges typically enroll a broad cross-section of the community. It may be inappropriate, however to advertise exclusively through a church newsletter or through the newsletter of a private club whose membership is not representative of the greater community. Such approaches could set up patterns of inappropriate discrimination. Either expand your media selection or change it altogether to make sure you are reaching a fair cross-section of the public.
- **Consider driving by the tenant's current residence.** Some property managers consider this step a required part of every application they verify. A visual inspection of applicants' current residence may tell you a lot about what kind of tenants they will be. Be sure you are familiar with the Broken Window Principle (<http://www.norfolk.gov/police/COMPSTAT.asp>).
- **Announce your approach in your advertising.** Some landlords have found it useful to add a line in their advertisements announcing that they do careful tenant screening or that they run credit checks. The result can be fewer dishonest applicants choosing to apply in the first place. Select your wording with care. You don't want to use phrasing that in your community might be interpreted as "code" for telling a protected class that they need not apply. It is important to make sure that the opportunity to apply for your units - and to rent them if qualified - is open to all people regardless of race, color, religion, sex, handicap, national origin, familial status and any other classifications that may be granted civil rights law protection in your jurisdiction.

### CHAPTER 3: RENTAL AGREEMENTS

*Get it in writing.*

#### ADVICE WE WERE GIVEN:

“We’ve solved a lot of problems by using the right paperwork at the beginning of the rental term - it improves our legal position and it lets the tenant know we are serious from the start.”

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#### THE BASICS

Minimize misunderstandings between you and your tenant, thus building a foundation for clean and fair problem resolution down the road.

Landlords should review and modify rental agreements a minimum of once a year at the end of the current legislative session.

#### USE A CURRENT RENTAL AGREEMENT

Many property managers continue to use the same rental agreements they started with years ago. Federal and state laws can change yearly, and case law is in constant evolution. By using an outdated rental agreement, a landlord may be giving up important rights. If a problem tenant chooses to fight in court, an outdated rental agreement could cost the landlord the case.

Sources for up-to-date rental agreements will vary by state. In many areas property management associations provide rental forms and consider it their job to make sure their materials are consistent with current law. Local legal document publishing companies may also be good sources for effective rental agreements. Be sure that you are buying a form that is developed for the laws of the Commonwealth of Virginia. Generic rental agreements sold nationwide will not work as well as specifically tailored agreements. Unless you are planning to work with your own attorney to develop a rental agreement, purchase updated forms from one of these sources.

##### [Month-to-Month or Long-Term Lease?](#)

According to the *Virginia Residential Landlord Tenant Act*, month-to-month leases are legal. Eviction at the end of the month requires “no cause”.

Regardless of the type of agreement used, keep in mind that no tenant is protected from a landlord’s enforcement action if the tenant violates local landlord/tenant laws or does not comply with a legal provision of the rental agreement. If tenants are in violation of the law, or are not in compliance with the lease, a landlord may serve notices that require the behavior to be corrected or the tenant to move out.

## Charting Your Course

While the terms of your rental agreement are important, even the best rental agreement is not as valuable as effective applicant screening. The most important part of any rental agreement is the character of the people who sign it. No amount of legal documentation can replace the value of finding good tenants.

The key to having a sound, enforceable lease is simple: *If you wish to enforce something, make sure it is included in the lease.*

Include spaces in the lease at critical sections for the tenant to initial. Eliminate loopholes in the lease in order to offer the best chance for eviction, should it be necessary.

### ELEMENTS TO EMPHASIZE

Inspect the rental agreement you use to see if it has language addressing the following provisions. If they are not in the rental agreement, consider adding them. To gain the most prevention value, you will need to point out the provisions to your tenant and communicate that you take your rental agreement seriously. This list is not at all comprehensive; it only represents elements that are often overlooked and are particularly important for preventing and/or terminating drug-related tenancies.

1. **Subleasing is not permitted.** The *Virginia Residential Landlord Tenant Act* does not regulate subletting, but does allow the landlord to do so. This means that *unless* your rental agreement specifies otherwise, your tenants have the right to sublet to whomever they please. Make it clear that the tenant cannot assign or transfer the rental agreement and may not sublet the dwelling. If you like, add this exception: the sublease candidate must submit to the landlord a complete application and pass all screening criteria. You must maintain control over your property, because too often the people who run the drug operation are not the people who rented the unit. This provision will not stop all efforts to sublease, but it will prevent some and it will put you in a stronger position if you have to deal with a problem subtenant.
2. **Only those people listed on the rental agreement are permitted to occupy the premises.** If the tenant wants another adult to move in, the landlord should require in their lease that any tenant over 18 years or age must submit a completed application and pass the screening criteria for rental history. The method and ability to enforce this type of rule will vary from state to state. For example, you may need to define the difference between a “guest” and a “resident”. Since tenants are typically well within their rights to have guests stay with them for short periods of time, it is generally considered inappropriate for landlords to set rules that attempt to prevent the occasional overnight guest. However, it is appropriate for landlords to place limits on the ability of the tenant to have other adults establish their residence at the rental without permission.  
Check with a local property management association or your own legal advisor before setting this criterion. Assuring your tenant that you will take this clause seriously may curb illegal behavior by others. Having the stipulation spelled out in the rental agreement will put you in a better legal position should eviction become necessary.
3. **No drug activity or acts of violence which may threaten the safety and well-being of other tenants will be permitted.** Make it clear that the tenant must not allow the distribution, sale, manufacture or usage of controlled substances on the premises. You could also add various other types of crimes - such

as prostitution or other felony level criminal behavior on the premises. These activities are already illegal, but spelling them out in the rental agreement can make it easier to serve eviction notices.

4. **The tenants are responsible for conduct on the property.** Tenants should understand that they will be held responsible for the conduct of themselves, their children and all others on the premises under their control. Generally speaking, landlord/tenant laws are designed to allow the tenant the same “my home is my castle” right to privacy as that enjoyed by any owner-occupant. However, with the right to private enjoyment of the “castle” comes the responsibility to control what goes on there. Most landlord/tenant laws address this issue, but spelling it out in the rental agreement may help as well.

For people who plan to “front” for illegal activity, this underscores the point that they will be given as little room as possible to protect themselves by claiming that only acquaintances were involved in the activity.

Wording this provision should be done with care. You may not go so far as to hold victims responsible for the behavior of people who abused or intimidated them into silence.

5. **The tenant will not unduly disturb the neighbors.** Make it clear that the tenant will be responsible for making sure that all persons on the premises conduct themselves in a manner that will not interfere with the neighbors’ peace. The issue here is not the occasional loud party. The issue is prevention of chronic, nuisance behavior that can severely impact a neighborhood if the behavior is left unchecked. Generally, a landlord could enforce this type of requirement even if a written rental agreement has not been used (VRLTA 55-248.16(9)).

What does disturbing the neighbors have to do with drug crimes? It doesn’t, necessarily. But we know that managers who attend to their own obligations and require tenants to meet theirs are far more effective in preventing drug activity than those who look the other way as complaints of noncompliance roll in. It is almost *never* the case that a drug criminal’s first observed, evictable offense is the dealing or manufacturing of narcotics.

## LEASE ADDENDUM FORBIDDING ILLEGAL ACTIVITY

Many rental owners have begun to attach an addendum to their rental agreements spelling out specific crimes under state and local law that will be considered violations of the lease. Before using such an addendum, have your attorney review it.

While the behaviors proscribed in such addenda are already against the law, spelling them out as prohibited in the lease may allow you additional legal options should you have to evict tenants for allowing or conducting criminal behavior. Even more important, announcing your commitment to maintaining safe housing through the use of such a lease addendum can be a valuable tool in discouraging those planning criminal activity from moving in.

## PRE-MOVE-IN INSPECTION

Prior to signing the rental agreement, walk through the property with the tenant, and make a joint visual inspection. Some landlords use check in/check out forms developed for this purpose; some take photographs

## Charting Your Course

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which are then signed by both parties; and others make a pre-move-in video tape with the tenant. Regardless of the approach, agree on what repairs need to be made. Put the agreement in writing, and have both parties sign it. Make any agreed-upon repairs, and document that those have been completed. Give copies to your tenant, and keep signed and dated copies in your files.

Now, should your tenants damage the property, you have a way to prove that it happened after they took possession of the unit. (Note: This also protects *tenants*. The pre-move-in inspection can prevent a bad landlord from trying to hold a tenant responsible for problems that predated their tenancy.)

The pre-move-in inspection can reduce the likelihood of some tenants causing damage to the premises. It can also protect you against the rare case of a tenant who may attempt to block a legitimate eviction attempt by damaging the premises and then claiming that the damage was pre-existing.

## RESIDENT'S HANDBOOK

Some apartment managers, as well as some single-family housing managers, provide a resident's handbook that spells out rules specific to the property being rented. Landlord/tenant laws typically place restrictions on what types of rules can be added, but property managers have found success with development of guidelines that restrict excessive noise levels, define behavior for common areas of the premises and spell out rules for use of unique facilities (such as pools or common laundry areas).

Managers of apartments may set additional rules for those common areas that are, in effect, "occupied" by management, not tenants. For example, as the "occupant" of the common areas of an apartment complex, a manager may be able to ask police to remove visitors who are engaged in fights or other intimidating behavior taking place in the courtyard of the complex. In this instance, as in others, managers may exercise more direct, immediate control over problems in the common areas of the property than they can over problems occurring on or inside the specific, privately rented property.

In Norfolk, Virginia, courts have ruled in favor of landlords who have argued that tenants were in breach of rules set forth in the resident's handbook. This can be accomplished where the wording in the lease clearly indicated that a violation of the rules in the handbook constituted a material breach of the lease and was grounds for eviction.

### KEY PICKUP

As a final prevention step, some landlords require that only a person listed on the written rental agreement may pick up the keys. This is one more step in ensuring that you are giving possession of the property to the people on the agreement and not to someone else.

### CHAPTER 4: ONGOING MANAGEMENT

*What to do to keep the relationship working.*

#### COMPLAINTS WE HAVE HEARD:

“The tenant moved out and someone else moved in without us knowing it. Now we have drug dealers on the property, and the courts insist they are legal tenants, even though they never signed a lease.”

#### ADVICE WE WERE GIVEN:

“You need to follow one basic rule: you have to *actively* manage your property.”  
“For most property managers, the experience is one of putting out brush fires all day long. If property managers can take a more proactive approach to the process, they can build an ever improving set of renters, avoid a lot of legal hassles, and have fewer brush fires during the day.”

“If your training teaches landlords nothing else, teach them that the neighbors in an area are not their enemies.”

## THE BASICS

Maintain the integrity of a good tenant/landlord relationship. Strengthen communication between the landlord, tenants and neighbors. Help build a sense of community.

## DON'T BEND YOUR RULES

A key to ongoing management of your property is demonstrating your commitment to your rental agreement and compliance to landlord/tenant law. Once you set your rules, enforce them. Make sure you meet your responsibilities, and make sure you hold your tenants accountable for meeting theirs. By the time most drug problems are positively identified, there is a long history of evictable behavior that the landlord ignored.

- **When aware of any material breach, take action before accepting the next rent payment.** If a landlord accepts rent while knowing that the tenant is breaking a rule without acting to correct the behavior, the landlord could lose the right to serve notice for the behavior. The *Virginia Residential Landlord Tenant Act* considers acceptance of rent equal to acceptance of lease violating behaviors about which the landlord has not objected. It doesn't pay to teach your tenants that they are allowed to break the rules. So-at minimum-as soon as you discover violations of local landlord/tenant laws or of your rental agreement, give tenants written notice that they are required to correct the problem. *Then* accept the rent.
- **If someone other than the tenant tries to pay the rent, get an explanation.** If you take the rent, note on the receipt that the payment is for your original tenants only. If you do not, by depositing the money, you may be accepting new tenants or new rental agreement terms.
- **If a person not on the lease may be living in the rental, pursue the issue immediately.** You can ask the lease holder to provide you with the current lease for the suspected extra tenants to prove they do have



a valid, current residence. If you take no action to correct the behavior, and you accept rent knowing the tenant has allowed others to move in, you may have accepted the others as tenants. If the illegal subtenants cannot provide a current lease, require them to fill in a rental application and apply, or serve the appropriate notice that would require your original tenant to remove the subtenants under threat of eviction if the action is not taken.

- **Quickly fix property habitability and code violations.** Maintaining habitable housing for tenants is the most important of a landlord's responsibilities. Failure to maintain a unit could compromise a landlord's eviction rights, as discussed in earlier chapters. Tenants may be able to use a "retaliation" defense when a landlord attempts to evict, if a tenant has complained that the rental is substandard.
- **When a tenant doesn't pay rent; address the problem.** Some landlords let problem tenants stay in a unit, not just weeks after the rent was overdue, but *months*. While flexibility is important in making any relationship work, be careful about being too flexible. There is a big difference between being willing to receive late rent for a single month and letting your renters stay endlessly without paying. Nonpayment notices (directing the tenant to pay or vacate) are the fastest eviction notices that a landlord can serve.
- **When neighbors call to complain of problems, pursue the issue.** Although it does happen, few neighbors call landlords about minor problems. If you get a call from a neighbor, find out more about the issue, and take appropriate action. If there are misunderstandings, clear them up. If there are serious problems with your tenants, correct them. The chapter on *Crisis Resolution* gives additional information about steps to take when a neighbor calls to complain.
- **Maintain a complete paper trail.** Landlords should maintain a complete paper trail on tenants. If it is necessary at a later date to seek eviction based upon recurring breaches of the lease, a copy of written correspondence carries much more weight than an oral description of recurring events.

Bottom line: If you respect the integrity of your own rules, the tenant will too. If you let things slide, the situation can quickly become complicated. It may mean more work up-front, but once the tenant is used to your management style, you will be less likely to be caught by surprise.

## RESPONSIBILITIES DEFINED

For a legal description of the responsibilities of landlords and tenants, review *The Virginia Residential Landlord Tenant Act* (<http://leg1.state.va.us/000/cod/TOC550000000130000200000000.HTM>), local maintenance codes and the requirements of the Housing Choice Voucher Program (if it applies to your units). If you haven't already, also check your rental agreement. Rental agreements will normally spell out the various responsibilities of both landlord and tenant. The following is an overview of the typical responsibilities of both parties.

## LANDLORDS

A landlord's responsibilities fall into three general areas: the condition of the premises as delivered to the tenant, the obligation to maintain the unit once it is occupied and the obligation to respect the rights of the tenant. A landlord's responsibilities include:



- **Prior to move-in, provide the tenant with a clean, sanitary and safe rental unit.** This means the unit should be cleaned, garbage and debris from previous tenants removed, pest control problems addressed as appropriate, the various systems (plumbing, electrical, heating) working appropriately, the unit adequately weatherproofed, the structural integrity of the unit maintained (e.g., no rotting steps), fire safety issues addressed (e.g., smoke detectors installed and access to secondary exits assured), working locks installed and any other potential safety hazards addressed.
- **After move-in, make sure the unit remains habitable.** For occupied units, landlords are usually responsible for all major repairs and are granted both the power and the responsibility to make sure that tenants are doing their part to maintain the habitability of the unit. For example, while the law and the rental agreement may both require that the tenant do sufficient basic housekeeping to keep the unit free of sanitation problems, if the tenant is not doing so, it is up to the landlord to require the tenant to correct the problem (typically by serving a type of notice that would require the tenant to resolve the issue or vacate the premises).
- **Respect the tenant's right to private enjoyment of the premises.** It has been a basic characteristic of landlord/tenant relationships for hundreds of years that once the tenant begins renting property, the tenant has the right to be left alone. With some specific exceptions for such activities as: serving notices, conducting maintenance inspections, doing agreed-upon repairs or showing the unit for sale, the landlord must respect the tenant's right to private enjoyment of the unit in much the same way that an owner-occupant's right to privacy must be respected. In those areas where a landlord does have a right to access, the landlord must follow a carefully spelled out notification process prior to entering the rented property.
- **Avoid retaliation against a tenant.** Landlords may not retaliate against a tenant who is legitimately attempting to cause the landlord to meet his/her responsibilities. For example, a landlord may not increase rent, decrease service, attempt to evict or take other retaliatory action in response to a tenant asking a landlord to repair a worn out furnace, fix a rotting step or take other actions that fall within the landlord's responsibility under the law. Under the *Virginia Residential Landlord Tenant Act*, retaliatory conduct is prohibited. This is not a general prohibition, but a specific prohibition, and provides the tenant a legal avenue to collect damages against a landlord who retaliates.
- **Avoid illegal discrimination.** Nationwide, landlords may not discriminate on the basis of a tenant's (or applicant's) race, color, religion, sex, handicap, national origin or familial status. This means that you may not use such class distinctions to screen applicants or to treat tenants differently once you enter into a rental agreement. For more information about the application of civil rights laws, see the chapter on *Applicant Screening*.
- **Enforce the terms of the rental agreement and landlord/tenant law.** While both the rental agreement and the law will identify various required behaviors of tenants, it is up to the landlord to make sure the tenant complies. If a tenant is not compliant, the law gives landlords the power to serve various types of "cure" and "no-cure" notices to correct the behavior or require the tenant to move out. Unless the landlord takes action to correct the problem, there are few other avenues to correct difficulties associated with problem tenants.

If your problem tenants are involved in criminal behavior for which there is enough evidence to make an arrest, the police may be able to arrest the tenant and have that person serve jail time. While arrest may

## Charting Your Course

remove the tenant from the property, keep in mind that you will still need to serve an eviction notice to regain possession of the property. See the chapter on *The Role of the Police* for more information. If drugs or drug related paraphernalia are found on the property, the City Attorney will send a Drug Letter to the property owner stating that drugs or drug paraphernalia were found on the property. Once a letter has been sent, if it pertains to a specific unit or tenant, the landlord can start the eviction process. If no action is taken and another request for a Drug letter is made by the police, the City Attorney's office will notify the appropriate Precinct/Division that a warrant should be obtained for a violation of **Virginia Code 18.2-258**. An owner/manager/agent of the property where drugs or paraphernalia were found can immediately be charged under **Virginia Code 18.2258** if the officer can establish knowledge at the time.

## TENANTS

A tenant's responsibilities are to assure that no harm is done to the unit and to pay the rent. A tenant's responsibilities include:

- **Perform basic housekeeping, comply with the rental agreement and avoid harming the unit.** According to the *Virginia Residential Landlord Tenant Act*, tenants are responsible for maintaining the dwelling unit. This means tenants are required to use the premises in a reasonable manner, cause no damage to the unit beyond normal wear and tear, keep the premises free of accumulations of garbage and other waste and do sufficient housekeeping as to avoid safety and sanitation hazards. Landlords should use specific language in the lease agreement to describe unacceptable behavior. Vaguely worded agreements can result in the judge ruling in favor of tenants.
- **Pay rent.** Landlords have the right to receive rent for the use of their property, and tenants have an obligation to pay it. Exceptions exist only in those circumstances where landlord/tenant laws allow tenants to withhold rent when a landlord refuses to meet the *landlord's* responsibilities. For example, if a landlord refuses to fix a broken furnace, the tenant may have the right to withhold rent until the repairs are complete. In such a circumstance, the tenant may also be able to collect other fines or financial penalties from the landlord. Please see **VRLTA** sections: **55-248.25:1** and **55-248.27**.
- **Enforce the terms of the rental agreement and landlord/tenant law.** Just as it is up to landlords to make sure that tenants comply with the rental agreement and landlord/tenant law, tenants hold the primary responsibility for making sure their *landlords* comply. Tenants have various powers to abate rent and/or take other action to cause a landlord to comply. For some problems, specific agencies can assist in enforcing the law (problems associated with building code violations and fair housing issues are two examples). However, the enforcing agencies often do not get involved unless they are first notified by the tenant. Therefore, chief among the powers generally granted to a tenant is protection from a landlord's retaliation should the tenant attempt to assert a right defined by law.

## PROPERTY INSPECTIONS

A cornerstone of active management is the regular inspection. Unless you inspect, you can't be sure you are meeting your responsibility to provide safe and habitable housing. Inspections are also integral to maintaining habitable property so your rights are also protected. If a bad tenant can claim that you are not meeting your

responsibilities, you may have difficulty succeeding with an eviction. Conversely, if it is evident you make every effort to meet your responsibilities (and clearly document it), a tenant will be less inclined to fight an honest eviction effort.

While the purpose of maintenance inspections is to care for the unit and ensure its habitability, regular inspections will also deter some types of illegal activity. If tenants know that the landlord actively manages the property, they aren't likely to start making illegal modifications to the rental in order to set up a marijuana growing operation. Inspections can also help catch problems associated with illegal activity before they get out of hand. For example, it is common for drug dealers to cause damage to a rental unit way beyond normal wear and tear — a problem that could be observed, documented and addressed through the process of a regular inspection program. Illegal activity is less likely to happen at property where the landlord has a reputation for concerned, active management.

The key to successful property inspection is avoiding the adversarial position sometimes associated with landlord/tenant situations. An inspection program properly done should be *appreciated* by your honest tenants. Steps include:

1. **Set an inspection schedule and follow it.** At minimum, inspect every six months. It is a rare home that doesn't need at least some maintenance or repair work at least twice a year.
2. **Use the inspection/notice procedures defined by the *Virginia Residential Landlord Tenant Act*.** Landlords have the right to do maintenance inspections of rental property if the tenant is given proper notice. The *Virginia Residential Landlord Tenant Act* states that the landlord has the right to conduct inspections, maintenance, etc. For inspection purposes, the landlord must give the tenant reasonable notice and conduct the inspection at a reasonable hour. To help address all maintenance needs efficiently, ask tenants to take note of any concerns they have in advance of the inspection date. When appropriately conducted, good tenants should appreciate your attention and concern for maintaining the unit.
3. **Find and address code and habitability problems.** When you inspect the property, check for maintenance problems, and perform any routine maintenance (replacing furnace or air conditioning filters or putting fresh batteries in a smoke detector). Discuss with the tenants any concerns they have. Make agreements to remedy problems. Then repair what needs to be fixed.

## UTILITIES

There are some instances when the shutting down of utilities is a symptom of drug activity. As dealers or heavy users get more involved with drugs, paying bills can become less important.

Remember that if your lease stipulates that the tenant is responsible for utility bills, and the tenant stops paying for those services, you have grounds for serving a for-cause eviction notice requiring that tenants get back into compliance with the lease terms or vacate the premises. This is particularly important to do, as shutting off the utilities will result in the unit no longer meeting habitability standards.

### KEEP A PAPER TRAIL

It is difficult to prove the existence of a verbal agreement in court, particularly if the opposing side denies that the agreement took place. The type of tenant who is involved in illegal activity *and* would choose to fight you in court will know that. Keep a record of your agreements and provide copies to the tenant. Just having tenants know that you keep records may be enough to motivate them to stay out of court. You will need to retain documentation that shows your good-faith efforts to keep the property habitable and shows any changing agreements with a tenant - dated and signed by both parties. It is important to document any contact with a tenant regarding complaints that constitute a material breach of the lease agreement.

### TRADE PHONE NUMBERS WITH NEIGHBORS

Landlords of single-family residential housing sometimes don't hear of dangerous or damaging activity on their property until neighbors have written to the mayor, or the police have served a search warrant. Quite often the situation could have been prevented if the landlord and area neighbors had established a better communications link.

Find neighbors who seem responsible, concerned and reliable. Trade phone numbers and ask them to advise you of serious concerns. You'll know you have found the right neighbors when you find people who seem relieved to meet you and happy to discover you are willing to work with them on problems. If neighbors seek you out, work with them and solicit their help in the same way.

Landlords and neighbors tend to assume their relationship will be adversarial. Disarm any such assumptions and foster an environment of cooperation. If both parties want the neighborhood to remain healthy and thriving, you *are* on the same side and have nothing to gain by conflict.

### CHAPTER 5: CREATING APARTMENT COMMUNITIES

*How to turn an apartment complex into a community*

#### COMPLAINTS WE HAVE HEARD:

“We already have an ‘apartment watch.’. The tenants get together and watch the manager to see if I screw up!”

#### ADVICE WE WERE GIVEN:

“Please teach landlords that their good tenants can help.”

## THE BASICS

Good landlords and good tenants must learn to work together for the common goal of a safe community.

For more information on crime prevention programs and CPTED security surveys, contact the Crime Prevention Unit of the Norfolk Police Department at 757-664-6901. (Also see the chapter on *Preparing Your Property*.)

## BENEFITS

In multi-family units, unless your tenants report suspicious behavior, you may not discover drug activity until the problem becomes extreme. Some people — tenants and homeowners alike — are frightened to report illegal activity until they discover the strength in numbers that comes from joining a community watch organization. Whether you call your efforts “apartment watch”, “community pride” or “resident retention programs”, the goal is the same: transforming an apartment complex into a community.

Organizing a community is more than just encouraging tenants to act as eyes and ears. In the absence of a sense of community, the isolation that residents feel can lead to apathy, withdrawal, anger - even hostility - toward the community around them. Organizing efforts can lead to profound changes. As apartment residents get to know each other and the management, a sense of community - of belonging - develops, and neighbors and tenants are more willing to do what it takes to keep a neighborhood healthy. They become invested in the new community’s success.

Complexes that enjoy a sense of community often have more stable tenancies and fewer crime problems than comparable ,unorganized complexes. Managers who have initiated such efforts note these benefits:

- Lower turnover, leading to considerable savings.
- Less damage to property and lower repair bills.
- Reduced crime.
- A safer, more relaxed atmosphere for the tenants.
- A positive reputation for the complex, leading to higher quality applicants and, over time, increased property values.

### KEY ELEMENTS

The key to effective cooperative community building is to have property management leading and ensuring that the efforts are ongoing. Community organizations that are run entirely by tenants may have less long-term stability, simply because it is the nature of rental housing that tenant turnover will occur and key organizers will move on. For this reason, having the manager keep the effort going is an important part of a successful program. If management waits until the tenants are so fed up that they organize themselves, the relationship may be adversarial from the start. If management takes a proactive role in helping tenants pull together for mutual benefit, there is an outstanding opportunity for a positive working relationship. Tips include:

1. **Clean house.** If you have tenants who are involved in drug activity, illegal gang activity or other dangerous criminal behavior, resolve the issue before inviting tenants to a building-wide meeting. Your good tenants may be frightened to attend a meeting where they know bad tenants might show up. They may also question your motivation if you appear to be encouraging them to meet with people involved in illegal activities. So before you organize, you will need to evict problem tenants and make sure that improved applicant screening procedures are in place. Until then, rely on informal communications with good tenants to help identify and address concerns.
2. **Make community activities a management priority.** Budget for these expenses and consider promotion of such activity a criterion for management evaluation. It is not an afterthought. It is not something that resident managers should “get around to” if there is time. Unless managers make community organizing a priority, it will never happen.
3. **Hold quarterly meetings/events.** Don’t expect major results from the first meeting, but do expect to see significant differences by the time the third or fourth is held.
4. **Meet in the common areas, if possible.** While small meetings can be held in the manager’s office, a vacant unit, or - should a tenant volunteer - a tenant’s apartment, more people will feel comfortable participating if they can meet on “neutral” territory. If you can hold events in courtyards or other outdoor locations, you may also have more room to structure special events for children in the same area.
5. **At each event, encourage people to meet each other.** Regardless of other specific plans for meetings, take basic steps that encourage people to mingle. Simple steps executed faithfully can make a big difference over time. At each event:
  - **Use name tags.** This simple step is important in helping to break down the walls of unfamiliarity for newcomers.
  - **Begin any formal meeting by having people introduce themselves by name.**
  - **Allow time at each event for people to socialize.** Make sure that some of this time is scheduled for after the meeting agenda is underway. Once the event is underway, participants will have the shared experience of the meeting with which to start a conversation.
  - **Offer refreshments.** Whether it is as simple as coffee and pastries or as involved as a potluck or a summer barbecue, free food can attract many residents to a meeting who might not otherwise have attended.
  - **Include activities for children and teenagers, as well as for adults.** Getting children involved in games and other events will provide a positive experience for the children and help encourage

parents to meet each other. Like adults, when children and teenagers get to know their resident manager better, they are more likely to share information. This is important because teenagers, in particular, may have information about a community problem of which the adults are unaware.

6. **Hold theme events and special meetings as appropriate.** There is a balance between holding a purely social event and meeting for the purpose of addressing an agenda. The balance at each meeting can vary, but it is important to provide both. At least one meeting held each year should be primarily for the purpose of celebration - a holiday party in the winter or a “get to know your neighbors” barbecue in the summer. Others can offer a time for socializing and a time for covering an agenda. Meeting agendas can be as varied as the types of apartments and people who populate them. In general meetings should:

- **Respond to issues that are a direct concern to a number of tenants.** If there are immediate concerns, such issues should take priority over other potential agenda items. If tenants are concerned about gang violence in the neighborhood, less pressing topics may seem irrelevant.
- **Provide new information about the local community.** This could take any number of forms. You might invite merchants from the area, fire fighters, police officers, members of neighborhood associations or other community groups, social workers, employment counselors; any other people who could share useful information with tenants.

Remember the importance of keeping meeting agendas on track, interesting, and focused on tangible, measurable outcomes. If tenants feel that meetings rarely address the published agenda, interest will quickly shrink.

7. **Nurture a sense of shared responsibility.** While it is important for management to continue providing support for the community-building process, it should not be a one-way street. Leadership in the complex should be nurtured, and volunteers recruited at each meeting to assist with the next meeting, program or event. The more residents experience the community-building process as a joint effort of management and residents, the more they will appreciate it. Promoting a sense of shared responsibility can be accomplished in many ways. Here are just a few tips:

- **Ask for volunteers to serve on a tenants’ council.** The council could meet informally once a month to discuss issues of concern in the complex and to plan upcoming community-wide events. Don’t be discouraged if only one or two people get involved initially. With success, more will join.
- **Whenever possible, have tenants set the meeting agendas.** Whether it is through a tenant council or simply by collecting suggestions at community events, make sure tenants know they play a key role in defining the direction of community-building efforts.
- **Give tenants a chance to comment on plans for the property.** Even the simplest issues can be turned into opportunities for community building. For example, if a fence is going to be built or replaced, before going ahead with the work, discuss the plans at a meeting and allow tenants to air concerns or suggestions. You may hear new ideas that will make the end result more attractive. In those situations where you cannot act on a suggestion, you have the opportunity to explain your reasons to your tenants, and at least have them experience a level of participation that they did not previously have. Along similar lines, by listening to tenant



concerns, you may discover that a relatively simple adjustment in policy will result in a significant increase in overall tenant satisfaction.

8. **Pick projects that can succeed.** Don't promise more than you can deliver. Make sure that easily implemented changes are promptly done, so that tenants can see the results. While it is important to take on the larger goals as well (such as getting rid of drug activity in the rest of the neighborhood), short-term results are needed to help tenants see that change is possible.
9. **Develop a communication system.** This can be as elaborate as quarterly or monthly newsletters, complete with updates from management, articles from tenants, advertisements from local merchants and referrals to local social service agencies. It can also be as simple as use of a centrally located bulletin board where community announcements are posted. Whatever the process, success lies in making sure that your tenants are aware of the information source and that they find it useful enough to actually read.
10. **Implement basic crime prevention measures.** In addition to the general community building techniques we have described, various traditional crime watch techniques should also be implemented. Apartment watch training should be provided to your involved tenants prior to the program's launch. Contact a crime prevention officer in your area for more details. Crime prevention specialists can help facilitate the first apartment watch meeting and discuss the practices of local law enforcement. Examples include:
  - **Make sure tenants have the manager's phone number readily accessible to call if they suspect illegal activity.** Tenants should call 9-1-1 *immediately* if they witness a crime in progress or any life-threatening, emergency situation. They should also contact police non-emergency services to discuss illegal activity that is not immediate in nature. Encourage tenants to contact the manager *after* they have contacted 9-1-1, in the case of immediate and life-threatening situations, as well as to contact management any time they suspect illegal activity in the complex. The sooner your tenants advise you of a problem, the more opportunity you have to resolve it.
  - **Encourage tenants to develop a list of phone numbers for each other.** By sharing phone numbers, tenants will be able to contact each other with concerns, as well as organize crime reporting by multiple tenants. Sharing phone numbers among tenants should be done on a voluntary basis only - those who do not want to participate should not be required to do so.
  - **Distribute a list of local resources.** The resource list should include numbers for police, fire and medical emergency services (9-1-1) as well as hotlines for local crime prevention, substance abuse problems, domestic violence problems, employment, suicide prevention assistance and any number of other services and organizations that may be able to assist your tenants. A local resource listing is included in the chapter on *Resources* of this manual.
  - **Purchase a property engraver for each complex.** Encourage tenants to engrave their driver's license number on items of value - video recorders, cameras, televisions, etc. Then post notices of the fact that tenants in the complex have marked their property for identification purposes. Burglars would rather steal property that can't be traced.
  - **Apply "crime prevention through environmental design" (CPTED) changes.** If tenants cannot see the problem, they cannot report it. The chapter on *Preparing the Property* covers environmental design approaches in detail. Essentially, it is important that lighting, landscaping and building design combine to create a preventative environment for drug dealers, burglars

and other criminals. Make it difficult to break in, close off escape routes and make sure accessible areas can be easily observed by people throughout the complex.

11. **Encourage nearby neighbors and apartment complexes to get involved.** Solving the whole problem may require encouraging similar steps in adjacent apartment complexes or making sure neighbors in nearby single-family homes also get involved. As a starting point, invite area neighbors to at least some annual community events.

### CHAPTER 6: WARNING SIGNS OF DRUG ACTIVITY

*The sooner it is recognized, the faster it can be stopped.*

#### COMPLAINTS WE HAVE HEARD:

“The neighbors tell me my tenants are dealing drugs. But I drove by *three* different times and didn’t see a thing.”

#### ADVICE WE WERE GIVEN:

“You’ve got to give up being naive. We could stop a lot more of it if more people knew what to look for.” - Narcotics detective

## THE DRUGS

While many kinds of illegal drugs are sold on the street today, the following are the most common:

- Cocaine and Crack.** Cocaine is a stimulant. Nicknames include coke, nose candy, blow, snow and a host of others. At one time, cocaine was quite expensive and generally out of reach for low income individuals. Today, the price has dropped to a point where it can be purchased by anyone. Cocaine in its powder form is usually taken nasally (snorted). Less frequently, it is injected.  
Crack is a derivative of cocaine that produces a more intense, short-length high. Among other nicknames, it is also known as “rock”. Crack is manufactured from cocaine and baking soda. The process required does not produce any of the toxic waste problems associated with methamphetamine production. Because crack delivers a high using less cocaine, it costs less per dose, making it particularly attractive to low income drug users. Crack is typically smoked in small glass pipes.  
Powdered cocaine has the look and consistency of baking soda and is often sold in small, folded paper packets. Crack has the look of a small piece of old, dried soap. Crack is frequently sold in tiny, Ziploc bags; little glass vials; balloons or even as is - with no container at all.  
Signs of cocaine use are not necessarily obvious. Combinations of the following are possible: regular late-night activity (e.g., after midnight on weeknights), highly talkative behavior, paranoid behavior, constant sniffing or bloody noses (frequent users of powdered cocaine experience damage to the nasal wall, even to the point of burning holes through their septums).  
Powdered cocaine usage crosses all social and economic boundaries. Crack usage was once thought to be associated with lower income levels. While Los Angeles style gangs (Bloods and Crips) have made crack popular, other groups and individuals have begun manufacturing and selling the drug as well.
- Methamphetamine.** Methamphetamine is a stimulant. Nicknames include: meth, crank, speed, crystal, STP and others. Until the price of cocaine began dropping, meth was known as “the poor man’s cocaine”. Meth is usually ingested, snorted or injected. A more dangerous form of methamphetamine, crystal meth (also known as “ice”) can be smoked. So far, the feared rise in crystal meth usage has not been observed.  
Pharmaceutical-grade meth is a dry, white crystalline powder. While some methamphetamine sold on the street is white, much of it is yellowish or brown and is sometimes the consistency of damp powdered sugar. The drug has a strong medicinal smell. It is often sold in tiny, sealable plastic bags.

Hardcore meth addicts get very little sleep and they look it. Chronic users and cooks (those who manufacture the drug) may have open sores on their skin, obvious dental problems and generally appear unclean. Paranoid, manic behavior combined with regular late-night activity are potential visible indicators. Occasional users may not show obvious signs.

Cooks tend to be lower-income individuals and may have an unpleasant urine smell about them. While many types of individuals are involved in meth production, the activity is particularly common among outlaw-style motorcycle gangs.

*Because of the toxic waste dangers associated with methamphetamine production, we have included additional information on dealing with methamphetamine labs in a separate chapter.*

3. **Tar Heroin.** Heroin is fundamentally a powerful pain killer - both mental and physical. Nicknames include brown sugar, Mexican tar, chiva, horse, smack, "H" and others. Heroin is typically injected intravenously. Tar heroin has the look of creosote off a telephone pole or instant coffee melted with only a few drops of water. The drug has a strong vinegar smell. It is typically sold in small amounts, wrapped in tinfoil or plastic. Observable heroin paraphernalia include hypodermic needles with a brown liquid residue, spoons blackened on the bottom and blackened cotton balls.

When heroin addicts are on the drug, they appear disconnected and sleepy. They can fade out, or even fall asleep, while having a conversation. While heroin began as a drug of the wealthy, it has become a drug typical among those who have little income or are unemployed. Heroin addicts don't care about very much but their next fix, and their clothes and demeanor reflect their singular focus. When not high, addicts can become quite aggressive. As with most intravenous drug users, you will rarely see a heroin user wearing a short-sleeved shirt.

4. **Marijuana.** Marijuana is also known as grass, weed, reefer, joint, "J", Mary Jane, cannabis and many others. Marijuana is smoked from a pipe or a rolled cigarette and typically produces a mellow high. The type and power of the high is variable depending on the strength and strain of the drug.

The marijuana grown today is far more powerful than the drug that became popular in the late '60s and early '70s. Growers have developed more sophisticated ways to control development of the plants and cause high output of the resin that contains THC (the ingredient that gives marijuana its potency). Today's marijuana is often grown indoors to gain greater control over the crop and to prevent detection by competitors, animals or law enforcement. It takes 90 to 180 days to bring the crops from seed to harvest. Users generally appear disconnected and non-aggressive. The user's eyes may also appear bloodshot or dilated. Marijuana use crosses all social and economic levels.

Marijuana is generally sold in plastic bags, or rolled in cigarette paper. The smell of the smoke has been described as a musky cigarette smoke.

## WARNING SIGNS IN RESIDENTIAL PROPERTY

The following list describes signs of drug activity that either you or neighbors may observe. As the list will show, many indicators can be visible at times when the landlord may not be present. This is a perfect example of why a solid partnership with trusted neighbors is critically important.

Please note also, while some of the indicators are reasonably conclusive in and of themselves, others should be considered significant only if multiple factors are present.

## Charting Your Course

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This list is primarily targeted to tenant activity. For information on signs of dishonest *applicants*, see the chapter on *Applicant Screening*.

### DEALING

Dealers sell to the end user. They typically sell small quantities to many purchasers. Dealing locations are like convenience stores; there is high customer traffic with each customer buying a small amount.

*Neighbors may observe:*

- **Heavy traffic.** Cars and pedestrians stopping at a home for only brief periods. Traffic may be cyclical, increasing on weekends or late at night, or minimal for a few weeks and then intense for a period of a few days; particularly pay days.
- **Exchanges of money.** Cash and packets traded through windows, mail slots or under doorways.
- **Lack of familiarity.** Visitors appear to be acquaintances rather than friends.
- **People bring valuables into the unit.** Visitors regularly bring televisions, bikes, cameras and leave empty-handed.
- **Odd car behavior.** Visitors may sit in the car for a while after leaving the residence or may leave one person in the car while the other visits. Visitors may also park around a corner or a few blocks away and approach on foot.
- **Lookouts.** Frequently these will be younger people who tend to hang around the rental unit during heavy traffic hours.
- **Regular activity at extremely late hours.** For example, frequent commotion between midnight and 4:00 in the morning on weeknights. Both cocaine and methamphetamine are stimulants; users tend to stay up at night.
- **Various obvious signs.** This may include people exchanging small packets for cash, people using drugs while sitting in their cars, syringes left in common areas or on neighboring property or other drug paraphernalia lying about.

*Landlords may observe:*

- **Failure to meet responsibilities.** Failure to pay utility bills or rent, failure to maintain the unit in appropriate condition, general damage to the property. Some dealers smoke or inject much of their profits; as they get more involved in the drugs, they are more likely to ignore bills, maintenance and housekeeping.
- **Apartments turned into “shooting” galleries.** This is an apartment used by numerous people as a haven for drug use. The tenant will usually receive a free high in exchange for the use of the apartment. Most galleries have little or no furniture in the apartment. Tenants loiter around the property waiting for the next group to enter to get high.

### DISTRIBUTION

Distributors are those who sell larger quantities of drugs to individual dealers or other, smaller distributors. They are the *wholesale* component, while dealers are the *retail* component. If the distributors are not taking the drugs themselves, they can be difficult to identify. A combination of the following indicators may be significant:

- **Expensive vehicles.** Particularly when owned by people otherwise associated with a lower standard of living. Some distributors make it a practice to spend their money on items that are easily moved; so they might drive a \$50,000 car while renting a \$20,000 unit.
- **Pagers and cellular phones.** Particularly when used by people who have no visible means of support.
- **A tendency to make frequent late-night trips.** Many people work swing shifts or have other legitimate reasons to come and go at late hours. However, if you are seeing a number of other signs combined with frequent late-night trips, this could be an indicator.
- **Secretive loading of vehicles.** Trucks, trailers, or cars being loaded and unloaded late at night in a hurried, clandestine manner. Load and distribution houses (most likely to be found in border states) are essentially repackaging locations and involve moving large quantities of drugs.

### MARIJUANA GROW OPERATIONS

Grow operations are hard to identify from the street. They are more likely to be found in single-family residential units than in apartments. In addition to the general signs of excessive fortifications or overly paranoid behavior, other signs are listed below.

#### *Neighbors may observe:*

- **Tampered electrical wiring.** Evidence of residents tampering with wiring and hooking directly into power lines.
- **Powerful lights on all night in the attic or basement.** Growers will be using powerful lights to speed the development of the plants.

#### *Landlords may observe:*

- **A sudden jump in utility bills.** Grow operations require strong lighting.
- **A high humidity level in the unit.** Grow operations require lots of moisture. In addition to feeling the humidity, landlords may observe peeling paint, mildewed wallboard or carpet.
- **Rewiring efforts or bypassed circuitry.** Grow operations require a lot of electricity. Some use 1,000-watt bulbs that require 220-volt circuits. The extra circuitry generally exceeds the power rating for the rental and can burn out the wiring; resulting in fires in some cases and rewiring before you can rent the property again.
- **Various obvious signs.** For example, basements or attics filled with plants, lights, highly reflective material (e.g., tinfoil) to speed growing, padlocks on closet or bedroom doors, expensive security exterior and/or interior doors and excessive use of water.

### METH LABS

Once a meth cook has collected the chemicals and set up the equipment, it doesn't take long to make the drugs (approximately 12 hours for one batch). Clandestine labs have been set up in all manner of living quarters, from hotel rooms and RVs, to single-family rentals or apartment units. Lab operators favor units that offer extra privacy. In rural settings, meth labs are found in barns or houses well away from other residences. In urban settings, it might be houses with plenty of trees and shrubs blocking the view, or apartment or hotel units that are well away from the easy view of management. While seclusion is preferred, clandestine labs have been found in virtually all types of rental units.

#### **Neighbors may observe:**

- **Strong ammonia smell.** Very similar to cat box odor (a result of the amalgam process of methamphetamine production).
- **Other odd chemical odors.** The smell of other chemicals or solvents that are not typically associated with residential housing.
- **Chemical containers.** Chemical drums or other chemical containers with their labels painted over.
- **Smoke breaks.** If other suspicious signs are present, individuals leaving the premises just long enough to smoke a cigarette may also be an indicator. Ether is used in meth production, and is *highly* explosive. Methamphetamine cooks get away from it before lighting up.

#### **Landlords may observe:**

- **Strong unpleasant/chemical odors.** A particularly strong cat box or ammonia smell within the rental may indicate usage of the amalgam process for methamphetamine production. The odor of ether, chloroform or other solvents may also be present.
- **Chemistry equipment.** The presence of flasks, beakers and rubber tubing consistent with high school chemistry classes. Very few people practice chemistry as a hobby; if you see such articles, don't take it lightly.
- **A maroon-colored residue on aluminum sashes or other aluminum materials in the unit.** The ephedrine process of methamphetamine production is more expensive, but it does not give off the telltale ammonia/cat box odor. The hydroiodic acid involved; however, does eat metal and, in particular, leaves a maroon residue on aluminum.
- **Bottles or jugs used extensively for secondary purposes.** For example, milk jugs and screw-top beer bottles full of mysterious liquids.
- **Discarded chemistry equipment.** Garbage containing broken flasks, beakers, tubing or other chemical paraphernalia.

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**Note:** *If you have reason to believe there is a meth lab on your property, leave immediately, wash your face and hands and contact the Police Department at once. Chemicals used in meth labs are toxic and dangerous. If you have reason to believe your exposure has been extensive, contact your doctor; some of the chemicals involved are highly toxic.*

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### GENERAL

The following may apply to dealing, distribution, or manufacturing.

Neighbors may observe:

- **Expensive vehicles.** Regular visits by people in extremely expensive cars to renters who appear to be significantly impoverished.
- **A sudden drop in activity after police are called.** If activity stops after police have been called, but before they arrive, this may indicate usage of a radio scanner, monitoring police bands.
- **Unusually strong fortification of the unit.** Blacked-out windows, window bars, extra deadbolts, surprising amounts spent on alarm systems. Grow operators and meth cooks, in particular, often emphasize fortifications. Extra locks and thorough window coverings are typical.
- **Frequent late-night motorcycle or bicycle trips.** This would only be a significant sign if the trips are made from a location where other indicators of drug activity are also observed.
- **Firearms.** Particularly assault weapons and guns modified for concealment, such as sawed-off shotguns.

Landlords may observe:

- **A willingness to pay rent months in advance, particularly in cash.** If an applicant offers you six months' rent in advance, resist the urge to accept, and require the person to go through the application process. By accepting the cash without checking, you might have more money in the short run, but your rental may suffer damage, and you may also damage both the livability of the neighborhood and the value of your long-term investment.
- **A tendency to pay in cash combined with a lack of visible means of support.** Some honest people simply don't like writing checks, so cash payments by themselves certainly don't indicate illegal activity. However, if other signs are also noted, and there are large amounts of cash with no apparent source of income, be suspicious.
- **Unusual fortification of individual rooms.** For example, deadbolts or alarms on interior doors.
- **Willingness to install expensive exterior fortifications.** If your tenants offer to pay high dollar amounts to install window bars and other exterior fortifications, they may be interested in more than preventing average burglary.
- **Presence of any obvious evidence.** Bags of white powder, syringes, marijuana plants, etc. Very small plastic bags—the type that jewelry or beads are sometimes kept in—are not often used in bulk quantities by average people. The presence of such bags, combined with other factors, should cause suspicion.
- **Unusually sophisticated weigh scales.** The average home might have a food scale or a letter scale, perhaps accurate to an ounce. The scales typically used by drug dealers, distributors and manufacturers are noticeably more sophisticated; accurate to gram weights and smaller. There are legitimate reasons to have such scales as well, so don't consider a scale by itself, an indicator.
- **Large amounts of tinfoil, baking soda, or electrical cords.** Tinfoil is used in grow operations and meth production. Baking soda is used in meth production and in the process of converting cocaine to crack. Electrical cords are used in meth labs and grow operations. All three are also commonly used by normal residents, but large quantities combined with other indicators should raise suspicion.

### CHAPTER 7: CRISIS RESOLUTION

*Stop the problem before it gets worse.*

#### COMPLAINTS WE HAVE HEARD:

“The problem is these landlord/tenant laws don’t give us any room. The tenants have all the rights and we have hardly any. Our hands are tied.”

“The system works primarily for the tenant ☐ for-cause evictions are very difficult to do. The judges bend over backward to help the tenant.”

#### ADVICE WE WERE GIVEN:

“Serving eviction papers on drug house tenants is not the time to cut costs. Unless you already know the process, you are better off paying for a little legal advice before you serve the papers than for a lot of it afterwards.”

“Tell them to read a current copy of the landlord/tenant law. Too many landlords haven’t looked at it in years.”

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## THE BASICS

Address problems quickly and fairly, as soon as arise. Know how to respond if a neighbor calls with a complaint. If eviction is required; handle it efficiently. If you don’t know, ask a skilled attorney.

## DON’T WAIT — ACT IMMEDIATELY

Effective property management includes early recognition of noncompliance and immediate response. Don’t wait for rumors of drug activity, and don’t wait for official action against you or the property (e.g., warning letters, fines, closure or forfeiture). *Prevention* is the most effective way to deal with rental-based drug activity. Many drug operators have histories of noncompliant behavior that previous landlords have ignored. If you consistently communicate that you are committed to keeping the property up-to-code and appropriately used, dishonest tenants will learn that they can’t take advantage of you or your property.

The following are three of the most common reasons why landlords put off taking action, as well as some reasons why you may want to take the initiative and act:

- **Fear of or disenchantment with the legal process.** Many landlords don’t take swift action because they are intimidated by or have grown disenchanted with the legal process. The penalty for indecision; however, can be high. If you do not act, and then accept rent while knowing that a tenant is in noncompliance, you may compromise your ability to take any future action about the problem. Your strongest position is consistent application of the law whenever tenants are not in compliance with the rental agreement or the landlord/tenant laws. Your position is only weakened by looking the other way.

- **Fear of damage to the rental.** Some landlords don't act for fear the tenant will damage the rental. Such inaction will, unfortunately, often make the situation worse. Problem tenants may see your inaction as a sign of acceptance. You will lose the control you have over the renter's noncompliant behavior; you will lose options to evict while allowing a renter to abuse your rights.
- **Misplaced belief in one's tenants.** While developing this manual, we frequently heard this story, and similar: "The people *renting* the property aren't dealing the drugs. We haven't had any problems with them. The drug dealers are their friends who often stay at the property. So what do we do? The tenants aren't making trouble — it's these *other* people." Ask yourself: did your "innocent" tenants contact you or the police when the drug activity first occurred? Or did they acknowledge the truth only after you received phone calls from upset neighbors or warnings from the police? (Another thing to consider: Is your "innocent" tenant breaking your rental agreement by having long-term guests or subtenants?)

Tenants *can* be victimized by friends or relations. Those tenants who seek you out and ask for assistance, help as best you can. But be wary of stories you hear from tenants who don't admit to problems until after you have received complaints from neighbors or police. The sooner tenants who "front" for others realize they will be held responsible, the sooner they may choose to stop assisting in the crime.

### IF YOU DON'T KNOW, DON'T GUESS

If you are not familiar with the process for eviction, contact a skilled landlord/tenant attorney *before* you begin. By paying for a small amount of legal advice up front, many landlords have saved themselves from having to pay for a lot of legal help further down the road. The law may look simple to apply, but as any landlord — or tenant — who has lost in eviction court can attest, it is much more complicated than it seems.

### IF A NEIGHBOR CALLS WITH A COMPLAINT

If a neighbor calls to report drug activity (or any other type of dangerous or illegal activity) at your rental, take these steps:

1. **Stay objective with the initial caller and ask for details.** Don't be defensive and, equally, don't jump to conclusions. Your goal is to get as much information as you can from the neighbor about what has been observed. You also want to avoid establishing an adversarial relationship. If the caller's complaint is illegal drug activity; you need to know about it.

Make an additional commitment that you will not reveal the caller's name to the tenant without the caller's permission (unless subpoenaed to do so). Landlords have — perhaps believing that neighbor reports were exaggerated — treated dangerous situations too casually and released to criminals the names of neighbors who complained to management. If the neighbors *have* exaggerated, you do no harm by protecting their names. If they haven't, your discretion could save them from being placed in real danger.

## Charting Your Course

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Ask the caller for:

- **A detailed description of what has been observed.**
- **A letter documenting the observation sent to you and to your local law enforcement agency's narcotics division.** If you have Housing Choice Voucher tenants, have an additional copy sent to the Norfolk Redevelopment and Housing Authority.
- **Name, address and phone number, if the caller is willing to give it.** If neighbors don't know you, they may be unwilling to give you their names on the first call. This is one reason why we recommend you meet neighbors and trade phone numbers before a crisis occurs. Consider: If the only thing neighbors know about you is that you have rented to a drug dealer, they will have reason to be cautious when they call.
- **Names of other citizens you can call who could verify the complaint, or ask that they encourage other neighbors to contact you.** You will need more evidence than the phone call of a single neighbor to take meaningful action. Explaining this need may help further encourage the neighbor to ask others to call. Having multiple complaints can also help protect the caller by taking the focus off of a single complainant as the "cause" of the drug dealer being discovered.

A single call from a neighbor doesn't necessarily mean your tenants are doing anything illegal. However, a single call is justification to pursue the matter further.

**2. Find out more.** Go to other sources for additional information and assistance. Your goal is to collect enough information to verify any problems at the rental, and then to take appropriate action.

- **Get in touch with other neighbors.** Even if your tenant is running a high-volume dealing operation, it is possible that some neighbors will suspect nothing — many citizens are unobservant or give their neighbors a large benefit of the doubt. However, while most neighbors may be unaware of the scope of the problem, it is likely that others will have noticed and may have much more information to report.
  - **Contact the police.** Get in touch with the Community Resource Officer for your area and contact the narcotics division of your local law enforcement agency. Determine what, if anything, they have on record that can be revealed (see separate chapter on *The Role of the Police* for details).
  - **Call a crime prevention specialist.** The City of Norfolk has police officers assigned to crime prevention work. Start by calling your local law enforcement agency and asking for information about neighborhood crime prevention assistance. Crime Prevention staff may also have additional information that can help you address the situation effectively. Crime Prevention can be reached at 757-664-6901 or [PD-CrimePrevention@norfolk.gov](mailto:PD-CrimePrevention@norfolk.gov). Information about the different programs the City has on crime prevention is available at [http://www.norfolk.gov/police/Crime\\_Prevention.asp](http://www.norfolk.gov/police/Crime_Prevention.asp).
  - **If you feel comfortable doing it, consider a property maintenance inspection.** Few tenants involved in serious illegal activity are model renters. Discovery of maintenance violations may provide sufficient basis for serving eviction notices without having to pursue the more difficult route of developing a civil level of proof that dangerous criminal behavior has occurred. Landlords only need direct knowledge of drug activity to request immediate possession of rental property. If that direct knowledge is acquired during a routine inspection, the landlord is on solid legal ground.
- 3. Once you've identified the problem, address it.** If you discover that your tenant is innocent, contact the neighbor who called and do your best to clear up the matter. If you discover no drug activity but

strong examples of disturbing the neighbors' peace or other violations, don't let the problem continue — serve the appropriate notices. Likewise, take action if you become confident your property is being used for drug activity or other dangerous behavior. Advise the police narcotics division of your findings and your plan. The following are examples of options you might pursue. The specifics will vary dependent on your local laws.

- **Serve an eviction notice for alleged drug activity, if the evidence allows.** Under the VRLTA, landlords can request immediate possession if they have direct knowledge of drug activity. Under Virginia law the landlord may be responsible for illegal behavior on their property once they are aware of the activity.

Keep in mind that, if your tenant wishes to fight in court, you need only establish a civil — not criminal — level of proof that drug activity has occurred. This is a lower level of proof than local law enforcement would need to get a conviction. Nevertheless, allegations of drug activity or other dangerous activity should be made with care. Given the seriousness of the charge, it is wise to contact an attorney before proceeding with this option.

If the tenants are involved in illegal activity, they will often quickly move out rather than fight the eviction. It won't help their drug operation to appear in court. One exception is Housing Choice Voucher Program tenants who, for reasons unrelated to the drug activity, may be more inclined to resist eviction (as described in the chapter on *The Housing Choice Voucher Program*).

Your failure to act, if you have grounds for serving such a notice, may also put you at risk. If your tenants act on a threat, or continue to carry out extreme behaviors that endanger the community, you could face legal action by harmed neighbors or by the local government for not taking action once you had knowledge of the problem.

- **Consider a “no-cause” or “non-renewal” notice if you have the option.** In some rental situations, such as month-to-month rentals or at the expiration of a lease term, you may be able to evict without giving a cause. This is not an option in every jurisdiction, but if it is in yours, it can be a legal, less adversarial way to solve the problem.
- **Consider serving notice for other apparent causes.** “Cause” in this case could be disturbance of the neighbors' peace, nonpayment of rent or any other significant issue of noncompliance with the rental agreement or your landlord/tenant law that you have discovered since cashing the last rent check. If you have drug activity, an inspection will likely reveal a failure to maintain the property as provided in the rental agreement, additional people living in the unit and/or other noncompliant behavior. Notices served for many types of noncompliant behavior are “curable” — that is, if the tenant can fix the problem in a legally defined period of time, the tenant will be allowed to stay in the unit.
- **Consider mutual agreement to dissolve the lease.** This is a frequently overlooked method. If both you and your tenant can agree that the tenant will move by a specific date, you may not need to pursue the court-ordered eviction process at all. In some instances this can be beneficial to both parties. Write the tenant a letter outlining the problem and offering whatever supporting evidence seems appropriate. Recommend dissolving the terms of the lease, thus allowing the tenant to search for other housing without going through the confrontation of a court-ordered eviction. Let Housing Choice Voucher Program renters know that a mutual agreement to dissolve the lease does

## Charting Your Course

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not threaten their program eligibility.

Make sure the letter is evenhanded — present evidence, not accusations. Make no claims that you cannot support. *Have the letter reviewed by an attorney familiar with landlord/tenant law.* Done properly, this can be a useful way to dissolve the problem for both you and your tenant.

## EVICCTIONS

The eviction process is the most stressful and frustrating part of the landlord/tenant relationship. In order to deal with this process, you, as landlord, have two choices:

1. Hire an attorney that specializes in the eviction process. This is not as costly as you may think. The attorney can handle the whole process for you. An attorney can also help you polish up your lease agreement and eliminate technical loopholes that you may not have considered.
2. Become an expert on landlord/tenant law. Don't get frustrated with the judicial system if you choose this option. You have your schedule; the courts have theirs. Sometimes that means waiting longer than you would like to achieve your goals.

The eviction process is sometimes an unfortunate necessity. It is usually the last resort in conflict resolution. If necessary, you should be aware that there are several remedies or actions that the landlord can pursue.

### Monetary default

- **Five-day pay or quit notice.** When a tenant has failed to pay rent when due, the landlord's first step is to issue a five-day notice to pay or quit before any other action can be taken against the tenant. The notice must advise the tenant that if rent is not received within five days of receipt of the notice, tenancy will be terminated, allowing the landlord to obtain possession of the unit. If the tenant pays the past-due rent within the specified time frame, the landlord may not take any action against the tenant.
- **Reservation of rights.** Landlords are recommended to include reservation of rights language in the five-day notice. If a landlord accepts payment of rent with knowledge of a material default (monetary or otherwise) without his reservation of rights in writing, the default (and the landlord's right to terminate the lease) is waived. By giving notice to the tenant that the landlord has or will accept the rent with reservation, the landlord may:
  - o Accept full payment of all rental payments, damages and other fees; and
  - o Obtain an order of possession terminating the rental agreement.
- **Prevention of forfeiture.** It needs to be understood that a tenant can, with certain limitations, prevent loss of possession by paying any amount owed in full prior to the first scheduled court date.

### Non-monetary default

- **21/30 Day Notice.** This type of notice is served by the landlord on a tenant for a non-monetary default or material breach of the lease agreement. It notifies the tenant in writing that a specific breach of the lease agreement has occurred, and if not remedied in 21 days, then the lease agreement terminates not less than 30-days after receipt of the notice.

- **Repeated non-monetary default.** This is a situation where a landlord has previously served a 21/30-day notice for a breach of the lease agreement and the tenant complied by abating the breach. If the tenant “intentionally commits a subsequent breach of a like nature”, the landlord may terminate the lease in not less than 30-days by serving a 30-day notice to quit. This amendment to the landlord/tenant law corrected a problem in the 21/30-day notice that allowed a tenant to continuously breach then abate or cure a lease provision.  
If a default is not curable, the lease is terminated not less than 30-days after receipt of a written notice (30-day notice to quit) identifying the default.  
If the default is of a criminal nature or a willful act which poses a threat to health or safety, and is not curable, the landlord may, by written notice, terminate the lease immediately and recover possession of the unit through unlawful detainer proceedings. The tenant has no right to cure and no 21/30-day notice is required.
- **NOTICES: Issuance of required notices.** It is important to remember that no notice of lease violation can be issued until a breach of lease or default has occurred and until all “grace periods” (payment of rent) and “right to cure periods” (non monetary default) have expired.
- **Service of notices.** Default notices may be served via several methods:
  - **Certified mail, return receipt requested.** This is not the best type of service because “deadbeats” do not often receive certified letters.
  - **Service by the sheriff pursuant to normal service of process.**
  - **Posting on the front door of the tenant's residence, and then mailed by first class mail by landlord or landlord's agent.**

### Unlawful Detainer proceedings

- **Nature of action: landlord objectives.** Once a tenant's right to possession has been terminated for any of the reasons specified above and the appropriate notice period has expired, the unlawful detainer statute provides the landlord with an inexpensive, summary judicial procedure that enables the landlord to obtain possession of the premises and a monetary judgment for back rent and other damages. An Unlawful Detainer action is a procedure of law.

### Summons for Unlawful Detainer

- **Venue:** For Norfolk cases, Norfolk General District Court.
- **Return date:** Check with your local clerk's office as to the days of the week that unlawful detainers are heard and how much time needs to pass between filing and the first return date. Anticipate at least three weeks. You can get specific information at 757-664-4913 or 757-664-4914.
- **Plaintiff(s):** Include the landlord as the name appears on the lease. (Note: this should not include the apartment name, but rather the legal entity holding title to the property.)
- **Defendant(s):** Names all tenants as they appear on the lease and the names of any guarantors or co-signers of the lease.
- **Description of detained property:** Include a complete description of all demised property including correct street address, apartment number and any other identifying characteristic of the demised property.
- **Basis of action:** Either check the “unpaid rent” box or “other” box. (Then specify: failure to vacate at



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termination of lease term, or failure to vacate upon expiration of 30-day notice, etc.)

- **Rent:** Request all rent due, pro-rated through the date of judgment.
- **Damages:** Include other charges arising under the lease, such as: late charges, common area maintenance charges and/or utilities.
- **Attorney's fees:** No attorney's fees are awarded unless specifically provided for in the lease or other document which bears the signature of the party to be charged.  
If the lease specifies an amount or a percentage the court will usually award that amount without further evidence. However, if the lease provides for "reasonable attorneys fees," the plaintiff/landlord must establish amount and/or reasonableness of the attorney's fees by affidavit or testimony.
- **Signature:** Note that the summons by landlord, the landlord's authorized agent or employee, or landlord's attorney must be signed. No matter who signs the summons, the signature must be notarized.
- **Mailing certificate:** Be sure that the certificate of mailing on the reverse side of the summons is signed. If service of the summons is by posting, the statute requires that a copy of the pleading be mailed to the defendant at least 10 days in advance of entry of judgment by default. The best recommendation is that a copy of the summons be mailed to the defendant at the same time the summons is filed with the court.

### Procedure

- **First return date** will generally be three to four weeks from the filing date.
- Please note that the statute requires that the Unlawful Detainer summons be **served at least five days before the first return date**.
- **Trial:** If the defendant fails to appear and contest, judgment will be entered either upon an affidavit or upon the presentation of proof by the landlord or qualified agent.  
If the summons is contested and if possession is at issue, the matter will be scheduled for trial. The timeframe depends on a number of elements, the court's pending docket and schedules of the parties and/or their attorneys.  
If the case is contested, the landlord or the landlord's attorney should request the court require the defendant to file an answer/grounds of defense.

### Documents to be submitted to court at Default Judgment/Proof Stage

- **Lease agreement, preferably the original copy.**
- **Default notice:** a five-day notice, 21/30-day notice or other notice of default/termination, as well as proof of proper service must be submitted to the court.
- **Attorney's fees affidavit:** If the lease only provides for reasonable attorney's fees, the court may require an affidavit establishing the reasonableness of the requested award.
- **Soldiers and Sailors Civil Relief Act Affidavit:** If the defendant does not appear, the court may require the landlord to submit an affidavit attesting to the fact that the tenant is or is not on active duty in the armed services of the United States.

### Post-judgment procedure

- **Writ of possession:** Once a judgment for possession is obtained, it is not self-executing.

When the judgment becomes final (10-days from the date of judgment in the absence of appeal), the landlord must file a writ of possession with the clerk of the court that entered the judgment.

Once the writ of possession is issued by the court, it is served on the tenant by the sheriff's office, which then schedules the eviction. Pursuant to the statute, at least 72-hours before the scheduled eviction, the sheriff's office is also required to serve on the tenant an eviction notice which includes the date and time of eviction. Please note that the writ of possession must be returned by the sheriff within 30-days of issuance.

- **Immediate Possession:** In the majority of cases, the landlord must wait 10 days before filing the writ of possession; however, in certain limited situations; the court has discretion to award immediate possession. See the *Ongoing Management* chapter for information on criminal behavior and immediate possession.

In this chapter, you have been provided with a brief overview of the eviction process. You have also been provided with examples of the types of notices that you (as the landlord) are required to serve on both your tenant and to the courts. In the text of this manual, it is only possible to provide you with a brief overview of the process. When dealing with evictions, there is no substitute for knowledge. If you do not have a complete working knowledge of the process, don't be shy. Contact an attorney who specializes in evictions. It will save you time, money and a ton of unnecessary grief.

## EXAMPLES OF NOTICES

### 5-day notice to pay or quit (VRLTA 55-248.31(F))

Date: Any Month Any Day, 20\_\_

To: Mr. John Doe  
1234 Any Street  
Apartment #1  
Any Town, Virginia 23503

YOU ARE HEREBY NOTIFIED that you are in arrears in the payment of rent for the above premises in the sum of \$\_\_\_\_.00, this arrearage covering the calendar month(s) of \_\_\_\_\_, 20\_\_, at the rate of \$\_\_\_\_.00 per month, payable on the first day of said month. Unless you make payment of the aforesaid rent due or deliver possession of the aforesaid premises on or before five (5) days from the receipt of this notice, your right to possession shall be forfeited and your landlord may, at his option, deem your possession unlawful and require you to vacate said premises to the undersigned and/or and/or pay the rent in arrears in accordance with existing law, plus his court costs and reasonable attorney's fees.

By: \_\_\_\_\_  
Agent

### 30-day notice to quit (VRLTA 55.248.31(C))

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Date: Any Month Any Day, 20\_\_

To: Mr. John Doe  
1234 Any Street  
Any Town, Virginia 23501

YOU ARE HEREBY GIVEN 30 days notice to vacate the premises. Because you were arrested for the manufacturing and sales of methamphetamines in your apartment. You must vacate no later than \_\_\_\_\_, 20\_\_. Failure to vacate will result in legal action to recover possession, plus all costs, damages and attorney's fees permitted by law.

By: \_\_\_\_\_  
Landlord

Remember: the 30 days must precede the next rent due date under the Virginia Act (55-248.37) or the last day of the month under the non-Virginia Act situations (55-222). A notice given on February 1<sup>st</sup> is only 28 days.

### 21/30-day notice to cure or quit (remediable breach) (VRLTA 55.248.31 (A))

Date: Any Month Any Day, 20\_\_

To: John Doe  
1234 Any Street  
Apartment #1  
Any Town, Virginia 23501

YOU ARE HEREBY NOTIFIED that you are in breach of Section 20 of your rental agreement dated \_\_\_\_\_, 20\_\_ in the following respects. You played your television too loudly and shouting was heard after eleven o'clock p.m. and before seven a.m.

You must cure this breach within twenty-one (21) days of receipt of this notice. If you fail to cure the breach within said twenty-one (21) days, then you are hereby put on notice that the lease will be terminated on \_\_\_\_\_ (This date must be at least 30 days after service of the Notice).

If the breach is cured within the twenty-one (21) days then the lease will not terminate. If, however, you fail to cure within the time prescribed, the lease will terminate on the date above indicated and you must vacate the property. If you fail to vacate at the termination of the lease, then you will be subject to a suit for eviction and be held responsible for all costs and damages incurred by the landlord by reason of your breach and failing to vacate, including the landlord's reasonable attorney's fees.

By: \_\_\_\_\_  
Landlord

### 30-day notice to quit (for recurring remediable breach) (VRLTA 55.248.31 (E))

Date: Any Month Any Day, 20\_\_

To: John Doe  
1234 Any Street  
Apartment #1  
Any Town, Virginia 23501

YOU ARE HEREBY NOTIFIED that you are in breach of Section 20 of your rental agreement dated \_\_\_\_\_, 20\_\_ in the following respects:

You have failed to comply with the lease by playing your television too loudly and shouting was heard after eleven o'clock p.m. and before seven a.m.

You were earlier served with a 21-day notice to stop the above described conduct, but you have again breached the lease in the same or similar manner. Since you have again committed a breach of a like nature, you are hereby notified that your lease will terminate 30 days after receipt of this notice.

If you fail to vacate within 30 days from service of this notice upon you, then you will be subject to a suit for eviction and be held responsible for all costs and damages incurred by landlord by reason of your breach and failure to vacate, including reasonable attorney's fees.

By: \_\_\_\_\_  
Landlord

### Non-waiver letter under the VRLTA (receive rent without waiving right to possession) (VRLTA 55.248.31 (I))

Date: Any Month Any Day, 20\_\_

To: Mr. John Doe  
1234 Any Street  
Apartment #1  
Any Town, Virginia 23501

Re: Acceptance of rent with reservation

You recently presented us with a payment of \$\_\_\_\_.00 by (check) (money order) (cash) (\_\_\_\_\_) representing unpaid rent for the period of \_\_\_\_\_. This (did) (did not) pay your arrears in full, leaving a balance of \$\_\_\_\_.00 now due and owing.

We gave you a 5-day notice to pay or quit on \_\_\_\_\_.

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Since then you did not pay the full amount of the unpaid balance within the 5 days of the notice, your lease terminated.

This letter is written in accordance with 55-248.34 of the Virginia Residential Landlord and Tenant Act and the common law of Virginia to inform you that we accept your rent *with reservation* of all our rights and *without prejudice* to any right to proceed against you in court.

This means that we still have the right to proceed in court against you for the unpaid rent, damages and also to recover possession of the subject property. We are not waiving any of our rights to this regard.

By: \_\_\_\_\_  
Landlord

## SUMMARY

If illegal activity is occurring, most tenants will take the opportunity to move on. However, if you evict someone for drug activity, *share the information*. Landlords who are screening tenants down the road may not find out about drug offenses unless the information is documented. If you do not share information, another landlord may move your “criminal tenants” into a building next to yours and continue your troubles. If your tenant is a Housing Choice Voucher Program renter, make sure the Norfolk Redevelopment and Housing Authority has a letter from you on file. Additionally, contact the screening company or credit reporting service you use and advise them of the circumstances; they may also be able to keep track of the information.

## HOW TO SERVE NOTICE

When an eviction notice is served, the tenant typically moves out and the procedure is complete. However, in those cases where a tenant requests a trial, the details of the eviction process will be analyzed. As one landlord put it, “90% of the cases lost are not lost on the bottom-line issues, but on technicalities.” Another pointed out, “Even if you have police testimony that the tenants are dealing drugs, you *still* have to serve the notice correctly.”

Eviction options include a legal process that you must follow. The process may also be affected by the provisions of your rental agreement or Housing Choice Voucher contract. Begin by reading your rental contracts and landlord/tenant law. One of the best tools you can develop is a comfortable, working knowledge of the law. In any eviction, take the following steps:

1. **Start with the right form:** When available, use forms already developed for each eviction option. Forms that have been written and reviewed for consistency with state law can be purchased through property management associations or legal documents publishing companies. In some states, the form may be written right in the statute. You also have the option of having your attorney generate the appropriate notices.

2. **Fill out the form correctly:** If the eviction is a for-cause notice, you must cite the specific breach of landlord/tenant law or section of the rental agreement that the tenant has violated. In addition, briefly describe the tenant's non-compliant behavior. You will need to have the correct timing of the notice recorded. There will be other elements to include. For example, if it is a Housing Choice Voucher Program rental, you may need to note that a copy of the notice is being delivered to the Norfolk Redevelopment Housing Authority.
3. **Time it accurately:** Issues of timing vary significantly. Note that cases can be lost because a landlord did not extend the notice period to allow for delivery time, did not allow sufficient time for a tenant to remedy a problem or did not accurately note the timing of the process on the notice itself. Check landlord/tenant law, your rental agreement and your Housing Choice Voucher contract (if applicable) to make sure you are timing the notice properly.
4. **Don't guess — get help:** As mentioned earlier, unless you are comfortable with the process, consult with an attorney *who is well-experienced in landlord/tenant law* before you serve an eviction notice. If you have drug activity on your property; you already have a major problem. Now is not the time to cut corners. Using the correct legal process could save you thousands in damages, penalties and legal fees down the road.

## LEVELS OF EVIDENCE

An eviction trial is a civil proceeding. This means that civil levels of proof are all that are required to succeed. In eviction court, landlords have established a strong proof of drug activity in a rental by providing the following:

- Credible testimony of neighbors who have observed related behavior (such as that described in the chapter on *Warning Signs of Drug Activity*).
- Landlord testimony about additional signs that may have been observed during inspection of a unit.
- The subpoenaed testimony of a police officer who has made an undercover buy from a tenant or arrested a tenant for possession of drugs.
- A letter from the City of Norfolk Attorneys' office stating drugs or drug paraphernalia have been found by the Norfolk Police Department in a unit.

From a *criminal* standpoint, this level of proof would generally not be enough for the police to get a search warrant. But, for a civil court, it can be enough to prove suspicion of chronic drug activity. The actual level of proof required in your jurisdiction will be determined by a combination of local law, court precedents, the presiding judge and the "trier of fact" — either a judge or jury — who hears the case. (For more on the issues of criminal versus civil law, see the chapter on *The Role of the Police*.)

## THE COURT PROCESS

The popular belief is that a termination notice is sufficient to force a tenant to move out by the date specified on the notice. In fact, the notice is just the first step. The landlord's first notice to vacate

technically means that, should the tenant not move out by the date specified, then the landlord may file suit to regain possession of the property. While many tenants will move out before the initial notice expires, if the tenants do not, the landlord will need to start legal action with the local courts to regain possession of the property.

In cases where a tenant wishes to resist eviction, the tenant will be allowed to remain on the premises until a landlord has received a court judgment against the tenant. Then, if forced physical removal of the tenant is required, it will be done by a local law enforcement official — most commonly a sheriff. The actual procedure varies significantly by jurisdiction, as does the length of time required.

Perhaps the most compelling point we can make about the entire eviction process — from service of notice to arguing in court — is this: *eviction is an expensive, time-consuming way to “screen” tenants.* You will save yourself heartache and considerable expense if you screen your tenants carefully *before* you rent to them, instead of discovering their faults after you are already committed.

### IF YOU HAVE A PROBLEM WITH NEIGHBORING PROPERTY

When chronic problem activity is present in a neighborhood, every affected citizen makes a conscious or unconscious choice about what kind of action to take. The choices are: move away, do nothing and hope the problem will resolve itself or take action to stop the problem. Doing nothing or moving away usually means the problem will remain and grow. Somebody someday *will* have to cope with it. Taking action, especially when it involves many neighbors working together, can both solve the problem and create a needed sense of community.

Many neighbors are under the impression that solutions to crime are the exclusive responsibility of the police and the justice system; that there isn't much an individual citizen can do. There is a lot that citizens can do, even *must* do, in order to ensure they live in a safe and healthy neighborhood. Getting more involved in your neighborhood isn't just a good idea; it is how our system of law and civic life was designed, and the only way it can successfully continue. With that in mind, here is a list of proven community organizing techniques to help you begin.

1. **Find others concerned about the problem and enlist their help.** As you consider the steps described below, keep in mind that multiple neighbors following the same course of action will magnify the credibility and effectiveness of each step. Several neighbors calling a government agency separately regarding the same problem will usually elevate the seriousness of the problem in the eyes of the agency. Involvement of multiple neighbors also increases everyone's safety. People involved in illegal activity might target for revenge a single neighbor they perceive as a threat, but are less likely to try to identify and harass multiple people.
2. **Make sure the police are informed in detail.** It doesn't matter how many police officers we have if people don't call and tell them where the crime is. Even if you have had bad experiences of calling without the expected results; keep calling. As you follow other recommendations of this section, keep working with the police throughout the process.

Establishing a connection with a particular officer who regularly works the area is often a key to



success. Other strategies include:

- **Report incidents when they occur.** Call 911 if it is an emergency or call police narcotics detectives, gang units and other special enforcement units as appropriate. You may need to do some research to find out which part of what agency deals with a particular type of problem.
  - **Keep activity logs or diaries.** Record the address when disturbances are frequent, and encourage neighbors to do the same. Share copies of these logs with an officer (in person if possible).
  - **Encourage civil abatement action.** When speaking with enforcement officials, be aware that—in addition to criminal investigation - the police often have the option of using civil law to help solve a problem (ex. fining the owner or closing property that is associated with illegal drug activity).
3. **Consider direct contact with the property owner.** Many activists directly contact the owner and ask for help in solving the problem. While police officers may do this for you, it is also an option available to any citizen. Understand that there may be a risk to your personal safety in contacting some irresponsible owners, so be sure to carefully plan your approach. Try a friendly, cooperative approach first — it usually works. If it doesn't, then move on to more adversarial tactics. Here are some tips for a friendly approach:
- **Use tax records to find the owner.** Local property tax assessment records will identify who owns the property. This information can be found on Norfolk AIR (Address Information Resource): <http://gis.norfolk.gov/norfolkair>.
  - **Contact the owner.** It is amazing how often this simple step is never taken. Discuss the problem and ask for assistance with stopping it.
  - **Suggest landlord training.** If the property is a rental, consider delivering a copy of this manual and encourage the owner to attend a Landlord Training Program offered by the City of Norfolk. For more information, look at the City's Landlord and Tenant Resources at: [http://www.norfolk.gov/communityenrichment/Landlord\\_Tenant\\_Resources.asp](http://www.norfolk.gov/communityenrichment/Landlord_Tenant_Resources.asp).
  - **Describe events.** Provide the owner with specific descriptions of events. Answer the who, what, where, when and how about each event.
  - **Give the police references.** Give the property owner the names of officers who have been called to the address. (Names of specific officers are far more useful than general statements like, "The police have been out frequently.")
  - **Help locate criminal and civil records.** Learn how to access criminal background information, or how the property owner can. Criminal and civil cases for Virginia General District Courts can be found at the General District Court Online Case Information System <http://epwsgdp1.courts.state.va.us/gdcourts2/captchaVerification.do?landing=landing>.
  - **Share activity logs.** Give copies of activity logs to the landlord if it appears the landlord will use them to support lease enforcement actions.
4. **Enlist the help of others.** If it becomes apparent that the problem will not be resolved without additional effort, it may be time for more aggressive action. This may take a higher level of organization and structure in the neighborhood. Here are some approaches to apply more pressure:
- **Remind others to call.** After any action you take, call several other neighbors and ask them to consider doing the same thing; whether it is reporting an incident to police, calling the landlord or speaking to a local official. Do not ask neighbors to call and repeat your report. Do ask neighbors to

make an independent assessment of the problem you have observed and, if they also consider it a problem, to report it as well.

- **Call the Public Housing Authority.** If the residents are receiving public housing assistance, contact the Norfolk Redevelopment Housing Authority (757-623-1111) and report the observed problems.
  - **Call code inspection.** Call your local building maintenance code enforcement department to report maintenance code violations. The City of Norfolk has a call center where you can report code violations (757-664-6510). Maintenance codes address exterior building structure, interior structure, as well as nuisances in yards such as animals, abandoned cars, trash and neglect. Most properties with problem residents will have many violations of maintenance codes.
  - **Consider calling the mortgage holder.** Sometimes the holder of the mortgage on a property can take action if the property is not in compliance with local law. If a financial institution is holding a mortgage on real property, the name of the institution will usually be listed on the title records kept by the City.
  - **Write letters.** Citizens have the power to write letters to anyone — mayors, council members, chiefs of police, building inspectors and many others who may be in a position to help. Your written documentation can add credibility and legitimacy to a problem that may not have received as much attention as it requires. The first letters should be to those in a position to take direct action (a police officer, code inspector or other person tasked with addressing problems like the one you are working on). Don't write letters to managerial or political authorities until you have given the "chain of command" a chance to work. Do write letters to such higher authorities if it becomes apparent that the help your neighborhood needs is not forthcoming. When necessary, follow up calls or letters with personal appointments.
5. **Two strategies of last resort.** These activities should be undertaken only by a well-organized group, and only when consistent, diligent work with police, neighbors and city officials has made little or no progress.
- **Consider getting the media involved.** After making a concerted effort to get results through other means, discussing the problem with the media can be a way to focus attention — and sometimes resources — on a problem. However, going to the media with your complaint before clearly communicating to the responsible organization can be counterproductive. It can cause justifiable resentment with public officials who feel "blind sided" by media attention on an issue about which they had no prior warning. Finally, be aware that if the problem is associated with criminal, drug or gang activity, attracting media attention that results in your being a featured interview subject may put you in a position where your personal safety is at risk.
  - **Start legal action against property owners who continually allow criminal activity to occur on their property.** Citizens (including other property owners) harmed by a nuisance property can also pursue lawsuits. In the final analysis, even the most negligent property owners will take action when they are fully made to understand that it will cost more money to ignore a problem than it will to stop it. This is not an easy process to pursue and should be considered only as a last resort. The vast majority of neighborhood problems can be solved without having to go through the time and expense of legal action.

### CHAPTER 8: THE ROLE OF THE POLICE

*Building an effective partnership.*

#### COMPLAINTS WE HAVE HEARD:

“The problem is the police won’t get rid of these people when we call. We’ve had dealers operating in one unit for four months. The other tenants are constantly kept up by the activity  $\frac{3}{4}$  even as late as 2:00 or 3:00 in the morning on weeknights.”

“I called police about one of my properties. They wouldn’t even confirm that anyone suspected activity at the place. A month later they raided the house. Now I’m stuck with repair bills from the raid. If they had just told me what they knew, I could have done something.”

#### ADVICE WE WERE GIVEN:

“In almost every case, when the police raid a drug house, there is a history of compliance violations *unrelated to the drug activity* for which an active landlord would have evicted the tenant.”  $\frac{3}{4}$  Narcotics detective

### THE BASICS

Know how to work with the system to ensure rapid problem resolution. Have a working knowledge of how your local law enforcement agency deals with drug problems in residential neighborhoods.

### DEFINING THE ROLES: LANDLORDS AND POLICE

It is a common misconception that law enforcement agencies can evict tenants involved in illegal activity. In fact, only the landlord has the authority to evict. The police may arrest people for *criminal* activity. But an arrest has no bearing on a tenant’s right to possess your property.

Eviction, on the other hand, is a *civil* process. The landlord sues the tenant for possession of the property. Note the differences in level of proof required. Victory in civil court requires “a preponderance of evidence”. The scales must tip, even slightly, in your favor. Criminal conviction requires proof “beyond a reasonable doubt” — a much tougher standard. Therefore, you may find yourself in a position where you have enough evidence to evict your tenants, but the police do not have enough evidence to *arrest* them. Even *if* the police arrest your tenants, and a court convicts them, you still must evict them through a separate process — or, upon release, they have the right to return and occupy your property.

Many landlords are surprised to discover the degree of power they have to close drug rentals and eliminate a threat to the neighborhood. As one police captain put it, “Even our ultimate action against a drug operation in a rental — the raid and arrest of the people inside — will not solve a landlord’s problem, because the tenants retain a legal right to occupy the property. *It’s still the tenants’ home* until they move out or the landlord evicts them. And, as is often the case, those people do not go to jail, or do not stay in jail long.” The person with the most power to stop the impact of an individual “drug house” operation in a neighborhood is the property owner — the landlord. Ultimately, the landlord can remove all tenants in a unit. The police can’t.

The only time law enforcement may become involved in eviction is to enforce the *outcome* of your civil proceeding. For example, when a court issues a judgment requiring a tenant to move out and the tenant

## Charting Your Course

refuses, the landlord can go to the sheriff (or the appropriate law enforcement agency) and request that the tenant be physically removed. Until that point, law enforcement cannot get directly involved in the eviction process. The police may be able to provide information or other support appropriate to the situation — such as testifying at the trial, providing records of search warrant results, standing by while you serve notice or enforcing trespassing on your property once an individual has been evicted and warned not to return to the property (see section on Trespassing in this chapter).

Criminal arrest and civil eviction are unrelated. The only connection between them is the possibility of subpoenaing an arresting officer or using conviction records as evidence in an eviction trial. No matter how serious a crime your tenants have committed, eviction remains your responsibility.

### WHAT TO EXPECT

Police officers are paid and trained to deal with dangerous criminal situations. They are experts in enforcing criminal law. They are not authorities in civil law. If you have tenants involved in illegal activity, while you should inform the police, do not make the common but inaccurate assumption that you can simply “turn the matter over to the authorities” and they will “take it from there.” Because landlord/tenant laws are enforced only by the parties in the relationship, when it comes to removal of a tenant, landlords are the “authorities”. You will get the best results from the police by providing any information you can for their criminal investigation, while requesting any supporting evidence you can use for your civil proceeding.

In order to get the best cooperation, remember the cardinal rule of working with bureaucracy: *the best results can be achieved by working one-on-one with the same contact*. While this rule applies to working with any bureaucracy, it is especially important for working with a law enforcement agency where, if police personnel share information with the wrong people, they could ruin an investigation or even endanger the lives. If an officer doesn’t know you, the officer may be hesitant to give you information about suspected activity at your rental.

Your best approach is to make an appointment to speak with a narcotics officer in person or to call your local precinct and arrange to directly speak with an officer who patrols the district where your rental is located. There can be a huge difference between the type of information available through a single, anonymous phone call and the amount of assistance possible if you arrange a face-to-face meeting.

In addition to regular officers, every police sector in the City of Norfolk has been assigned one or more **CROs** (Community Resource Officers). These officers work within the community to foster partnerships with citizens, gather intelligence information about criminal activity, work with Code Enforcement officials to clean up the physical environment and develop problem solving activities. These officers may be able to facilitate partnerships and help you develop strategies that can solve your problems. They are experienced at working with apartment properties and are a great resource for any landlord.

The type of police assistance possible will vary with the situation — from advice about what to look for on your property, to documentation and testimony in your eviction proceeding. Remember, though, that it is not the obligation of the police to collect information necessary for you to evict problem tenants. While you can get valuable assistance from the police, don’t wait for the police to develop an entire criminal case before taking action. If neighbors are complaining that you have drug activity or other dangerous situations in your rental, investigate the problem and resolve it as quickly as possible (see the previous chapter on *Crisis Resolution*). Do not assume that the situation at your rental unit must be under control simply because the police have yet to serve a search warrant at the property.

### COMMUNITY RESOURCE OFFICER (CRO) PROGRAM

Community policing and community-oriented government is a philosophy that has been embraced by the City of Norfolk since 1989. It is a philosophy built upon the belief that working together, citizens and government can address and solve any community problem. The ultimate goal of community policing is to *create and maintain safe and healthy communities throughout Norfolk*. To do that, Norfolk emphasizes four key elements:

- **Partnerships.** Creating a network of individuals in government, communities, businesses, schools, etc. who share a concern for the health and safety of communities. Forming partnerships is more than sharing business cards. It is sharing a common vision for what communities in Norfolk can become.
- **Prevention.** Creating a physical and social environment that focuses on taking away the desire, opportunity and ability to commit crime or create disorder in any community. Prevention involves strengthening families as well as communities. It recognizes the importance of creating expectations and mutual accountability.
- **PB'n'J.** *Putting Bodies In Jail!* is the enforcement element of any successful community-based initiative. It does not simply refer to police enforcement but to **all criminal enforcement efforts** including police, building inspectors, health inspectors, social service, school personnel and citizens. It is important to remember that laws do not create perfect communities. They simply establish a standard of expectation for those who live in the community. That standard of expectation is the community norm and the foundation upon which communities are built. Communities are created by people who know that they do not have to fear flagrant violations of the law, such as gang activity or drug sales, on their corner. Communities are built by people who believe that they have a fair shot at success. It is the moral obligation of enforcement officials to ensure that fair shot. That is why enforcement is so critical to community-based programs. Effective enforcement takes away the physical and social habitat for crime and disorder and gives the advantage in a community to law abiding citizens. Working toward that end, multi-agency enforcement efforts have proven very successful in the City of Norfolk.
- **Problem Solving.** Creating strategies to address problems. This is in contrast to the incident driven system (911). Problem solving means identifying the conditions that foster crime and disorder and addressing those underlying conditions with the same urgency as we do incidents and crises that arise. Underlying conditions may include truancy, dilapidated buildings, poor rental procedures, lack of proper security, poor lighting or lack of relationships between residents in a community. The goal of effective problem solving is to eliminate the social and environmental habitat for crime and disorder. Effective problem solving depends upon effective partnerships, prevention strategies and PB'n'J.

If you would like to know more about the community policing initiative in your community, contact the Norfolk Police Chief's office at 757-664-3280.

### TRESPASSING ENFORCEMENT

Trespassing enforcement is a property owner's means to protect their property from unwanted guest and unwanted activities. When a property owner rents their property it is important to realize that the property owner remains responsible for the common area. A common area is defined as the area that all tenants may

## Charting Your Course

use, though the landlord retains control and responsibility over, or an area owned and used by residents of a multi-unit development (e.g., pool, playground, laundry room, sidewalk, etc.). The property owner should post and manage trespassing on their property. A tenant can invite guests onto the property, but a posted *No Trespassing* sign and a Trespass Enforcement Authorization Request on file with the police authorizes the police to remove unwanted individuals from the property.

The following is trespassing as defined by Norfolk City Code:

*Norfolk City Code, Section 29-48, Entering or remaining on property of another after having been forbidden to do so, authorizes police officers to act as a person lawfully in charge of private property, provided that the property owner, agent, or manager authorizes this in writing, according to set departmental procedures established by the Chief of Police. Any property owner, agent, or manager of private property located within the City of Norfolk may participate in or withdraw from the program. However, the Chief of Police reserves the right to rescind any endorsed Trespass Enforcement Authorization Request in which the property owner, agent, or manager has failed to comply with Norfolk City Code, Section 29-48.*

**ENFORCEMENT PROCEDUES.** Property owners, agents or managers (requestors) wanting to participate in the Norfolk Police Department's Trespass Enforcement Authorization Initiative must comply with the following:

Submit a PD 936, Trespass Enforcement Authorization Request (TEAR), to the Assistant Chief of Police, Field Operations Bureau.

A requestor of a multiple unit complex may submit one PD 936 by listing the management's address on the form and attaching a numerical address listing of all units and buildings located on that particular site.

Requestors may not list more than one complex per form.

Submit a new PD 936 for reconsideration, upon receiving a letter stating that the PD 936 is unable to be processed and corrective action is needed (e.g., illegible, incomplete, inaccurate, etc.)

Maintain a copy of the PD 936 for his or her record.

An endorsed PD 936 is non-expiring and remains valid until rescinded. Send a written notice to the Assistant Chief of Police, Field Operations Bureau, to rescind authority and withdraw from the Trespass Enforcement Authorization Initiative.

Post the property with "No Trespassing" sign(s) in conspicuous place(s) where the sign(s) may be reasonably seen.

Appear in court and offer testimony, as needed, in support of law enforcement actions resulting from participation in the program.

## CLOSURE AND FORFEITURE

The City of Norfolk is committed to providing safe and healthy communities for its residents. In some cases, this means taking aggressive enforcement action against the owners/landlords of properties that are chronically blighted and that create an environment hospitable to crime and disorder. To aid in this, Norfolk has reviewed its laws, examined existing policies and procedures, encouraged interagency collaboration for



more effective enforcement and supported ongoing educational opportunities for citizens and property owners alike to learn more about being responsible citizens within the rental community. The results of this aggressive campaign against blighted properties have included the development of new enforcement tools as well as identification of existing laws that can aid municipalities in communicating the message of creating and maintaining safe and healthy environments for our citizens.

One of the most important enforcement tools available to municipalities dealing with properties where crime and disorder are chronic and landlords are uncooperative is found in the Code of Virginia, section 18.2-258.

The code reads as follows:

**18.2-258 Certain premises deemed common nuisance; penalty -**

Any office, store, shop, restaurant, dance hall, theater, poolroom, clubhouse, storehouse, warehouse, dwelling house, apartment, building of any kind, vehicle, vessel, boat, or aircraft, which with the knowledge of the owner, lessor, agent of any such lessor, manager, chief executive officer, operator, or tenant thereof, is frequented by persons under the influence of illegally obtained controlled substances or marijuana, as defined in § [54.1-3401](#), or synthetic cannabinoids, or for the purpose of illegally obtaining possession of, manufacturing or distributing controlled substances, marijuana, or synthetic cannabinoids, or is used for the illegal possession, manufacture or distribution of controlled substances, marijuana, or synthetic cannabinoids shall be deemed a common nuisance. Any such owner, lessor, agent of any such lessor, manager, chief executive officer, operator, or tenant who knowingly permits, establishes, keeps or maintains such a common nuisance is guilty of a Class 1 misdemeanor and, for a second or subsequent offense, a Class 6 felony.

(Code 1950, § 54-524.104:2; 1972, c. 736; 1973, c. 400; 1975, cc. 14, 15; 1979, c. 435; 1990, c. 948; 1992, cc. 248, 538; 2004, c. 462; 2011, cc. 384, 410.)

Property owners who are notified of criminal activity on their properties and fail to act can be held liable under section 18.2-258. For this reason alone, ensuring that lease agreements clearly identify behavior that is subject to action is crucial.

In 1996, the City of Norfolk amended Chapter 27 of the City Code which addresses environmental nuisances within our neighborhoods. The importance of the issue of safe and healthy environments was further emphasized when the director of public health extended to the chief of police the authority for the police department to enforce chapter 27. In essence, this means that Norfolk Police Officers now have the authority to serve property owners with a *Notice of Violation* for environmental nuisances such as open vacant houses, abandoned autos on private property, high weeds and grass, etc. If the individual or corporation receiving notification that they are in violation of City code fails to comply with the notice and abate the nuisance, police officers are authorized to issue a summons or obtain warrants for the violator.

If the violator fails to clean the nuisance and the nuisance is deemed to be a hazard to the public, the City can then abate the nuisance, and bill the owner for the cost of the abatement, and ultimately a lien against the property owner.

It is essential for you to be aware of the specific laws that affect you. They are rarely used on properties that are actively managed, but knowledge of the law will allow you to build a standard by which you operate the properties you own. If you are screening your tenants with care, enforcing your rental agreements, and encouraging a sense of healthy community among your tenants, it is unlikely that such laws will ever be used against you or your property.



### CHAPTER 9: HOUSING CHOICE VOUCHER PROGRAM

#### ADVICE WE WERE GIVEN:

“Few landlords realize it, but you can screen a subsidized applicant the same way you screen any applicant. Most don’t screen subsidized applicants for rental history  $\frac{3}{4}$  either because they don’t know they can, or because they are too excited about the guaranteed rent check.”

“For landlords the message is simple. Bottom line, if you screen your tenants, Housing Choice Voucher is a very good program.”

- A Housing Choice Voucher Program Director

#### THE BASICS

The voucher program is one of many federal subsidy programs that provide means for qualified individuals with limited resources to rent housing. Once qualified, the tenant pays a percentage of the rent and the federal government pays the remainder. The program is under the control of the U. S. Department of Housing and Urban Development (HUD) and is administered in the City of Norfolk by the Norfolk Redevelopment Housing Authority (NRHA). Participation in the voucher program is voluntary on the part of the owner/landlord.

Property owners that lease property to Housing Choice Voucher (HCV) Program participants are often unfamiliar with the rules and regulations governing this program. Because the subsidy comes primarily from a government agency, the perception is often that the Housing Authority staff is responsible for evicting negligent tenants. This is not true. ***The property owner is required to enforce the lease, and tenants funded under the voucher program are required to abide by the terms of the lease.*** Eviction is still the landlord’s last resort in removing unwanted tenants. The key to managing properties leased to HCV participants is the lease agreement issued by the property owner.

There are several misconceptions about the voucher program, perpetuated by misinformed landlords, which have generated skepticism toward the Housing Choice Voucher Program.

Misconception- Any tenant under the voucher program will be an unreliable tenant and will cause the owner/landlord problems.

Truth- Any person who applies to the NRHA for the voucher program is screened and must meet its qualifications. Once certified by the NRHA, the voucher recipient tenant must adhere to HUD family obligations that more often than not are more stringent than the rules that are included in lease agreements utilized by many owner/landlords.

Misconception- Once an owner/landlord leases to a voucher recipient tenant, they are stuck with the tenant, no matter what.

Truth- An owner/landlord maintains the right to evict a voucher recipient tenant as long as it is a “for cause” eviction as outlined in the Landlord/Tenant Law. Under the Housing Choice Voucher Program, an owner/landlord cannot evict for “no cause”. At the end of the lease term, the owner also has the right not to renew the lease for another year.

Misconception- Even though the tenant is qualified under the Housing Choice Voucher Program, there is

no guarantee the owner/landlord will receive rent.

Truth- Once a person is certified for the voucher program and the percentage of rent to be paid by the NRHA is determined (in some cases, this could be 100%), this dollar amount is paid directly to the landlord. If less than 100%, the voucher recipient tenant is personally responsible for paying the balance. If the voucher recipient tenant fails to pay their percentage, an owner/landlord can evict for non-payment of rent.

Misconception- Since the NRHA screens potential clients, there is no need for the owner/manager to screen the potential tenant.

Truth- It is vital that the owner/landlord screen a voucher recipient tenant exactly the same as they would a regular tenant. The NRHA screens their clients for program eligibility by conducting criminal background checks and verifying that the person's income qualifies (primary income levels). They may not screen in areas where the owner/landlord would have legal grounds to deny rental.

Misconception- If a landlord evicts a voucher recipient tenant for drug activity or other serious lease violation, the NRHA will just allow the tenant to rent elsewhere.

Truth- New HUD guidelines now allow the NRHA to terminate tenants from the program for drug related violations, as well as tenants involved in violent criminal violations. The NRHA can also now terminate assistance to participants for any serious and repeated lease violations.

The following are Housing Choice Voucher Program existing housing program owner obligations. Failure to abide by the Housing Choice Voucher Program owner obligations may result in termination of the housing assistance payment's contract.

### Owners/Landlords must:

- Enforce the lease.
- Conduct tenant selection.
- Maintain units in accordance to the Housing Quality Standards.
- Abide by the Housing Assistance Payments Contract.
- The lease may not require more than 60-days moving notice from the tenant.
- The NRHA's Housing Choice Voucher Program office must receive notice as to any rent increase (in accordance with the lease).
- Up to two months rent may be collected from the tenant as a security deposit.
- No claim for reimbursement for unpaid tenant damages and/or rent may be sought from the NRHA under any Housing Assistance Payments Contract .

Families enrolled in the Housing Choice Voucher Program have obligations of their own. Failure to abide by the following voucher program family obligations will result in program termination or ineligibility.

### The family must:

- Supply information regarding all household income (including expected income) upon request.
- Notify the NRHA of any increase or decrease in household income within 10-calendar days of the change
- Notify the NRHA of any changes in household size within 10 calendar days of the change.

- Disclose and verify Social Security numbers for all household members age six-and-older, or certify they have never been issued a Social Security number.
- Verify the date of birth for all household members.
- Allow the voucher program to inspect the unit at reasonable times after reasonable notice.
- Have all household members age 18-and-older sign a consent form to be used by the NRHA to verify information.
- Promptly give the voucher program a copy of any eviction or moving notice received from the owner/landlord or any other source.
- Give the landlord proper written notice (as stated in the lease), and provide a copy to the voucher program at the same time.
- Use the assisted unit as the family's only residence.
- Keep the unit free of tenant-caused damages that result in the unit's failure to meet inspection requirements.
- All information supplied by the family must be true and complete.
- Submit requested evidence of U. S. Citizenship or eligible immigration status.
- Keep all tenant-paid utilities current at all times.
- Keep all tenant-supplied appliances in good working order at all times.
- Abide by the lease.

### The family must not:

- Commit any serious or repeated violation of the lease.
- Sublet the unit.
- Own or have any interest in the unit.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the voucher program.
- Engage in violent criminal activity.
- Engage in illegal use of a controlled substance.
- Abuse alcohol (The voucher program determines whether the person's abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other tenants).
- Receive housing voucher assistance while receiving another housing subsidy (for the same unit or a different unit) under another housing assistance program.
- Intentionally withhold any information pertaining to the voucher program including, but not limited to: source(s) of household income, household size or marital status.

The lease (rental agreement) utilized for the Housing Choice Voucher Program property must be initially for a term of at least one year. The lease must have an automatic renewal after the initial term. The renewal clause may not require more than 60-days moving notice from either party.

A lease addendum provided by the NRHA must be filled out and attached to the landlord's lease. The provisions of the lease addendum require:

## Charting Your Course

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1. Name of the tenant and the manager/owner
2. Address of the unit to be occupied
3. Amount of total rent
4. Utilities provided by owner
5. List of services provided by the management
6. Eviction procedures
7. Prohibition of discrimination by the owner/manager

### WHEN CONSIDERING THE HOUSING CHOICE VOUCHER PROGRAM...:

1. Before entering into the voucher program, learn how the program works. Contact the NRHA, and they will provide the landlord with ample literature explaining the program. The NRHA conducts monthly landlord orientation sessions.
2. Remember to screen a prospective voucher program tenant exactly as you would any potential occupant. If they don't meet your criteria; don't rent to them.
3. Ensure that you understand the meaning of the Housing Voucher Choice Program's lease addendum, which both landlord and tenant are required to sign. Remember, the lease addendum is required in addition to your regular lease agreement.
4. Make sure you use a lease which has all your desired criteria in writing. Oral agreements are legal but difficult to prove in court.
5. The key to success in working with the voucher program is knowledge. Any owner/landlord who has either an understanding of the voucher program or experience with the issues that are unique to the voucher program can reasonably expect a success rate equal to renting to private market tenants.

### CHAPTER 10: RESOURCES

“The only thing necessary for the triumph of evil is for good people to do nothing.”  
--Edmund Burke

#### THE BASICS

The following information is for your reference. Remember, there is no substitute for personal contact and developing partnerships with agencies and individuals who can assist you in becoming a better landlord or property owner.

#### NORFOLK CARES ASSISTANCE CENTER

The Norfolk Cares Assistance Center is a single point-of-contact for individuals seeking information about or requesting services from the City of Norfolk. Norfolk Cares was established in direct response to requests from Norfolk citizens and City Council to improve the processing of citizen service requests.

Through Norfolk Cares, citizens can request a City service, obtain information on City services or receive an update on a previous request for City service. Norfolk Cares' staff may make a referral to a specific department if their expertise is needed.

Anyone can contact Norfolk Cares by:

- Dialing 757-664-6510 (Monday through Friday between 8:00 a.m. and 6:00 p.m.)
- Filling out a Norfolk Cares online form: <http://www.norfolk.gov/311CallCenter/Form.asp>
- Calling TDD/TTY #711; ask Operator for Norfolk Cares Assistance Center
- Sending an email to Norfolk Cares at [healthyneighborhoods@norfolk.gov](mailto:healthyneighborhoods@norfolk.gov)

All requests for service are confidential and will not be revealed to anyone other than the City staff assigned to the request. However, it is extremely beneficial for City staff tasked with resolving the issue to have a name and phone number so that further information can be obtained, if necessary.

The Norfolk Cares Assistance Center processes requests for service on the day they are received. The length of time to respond to a request will vary based on the nature of the request. Norfolk Cares maintains a record of requests for service received through the Center. To check on the status of a request for service made through Norfolk Cares, contact Norfolk Cares.

Please understand that due to matters regarding privacy, the City may not be able to release all information related to a request.

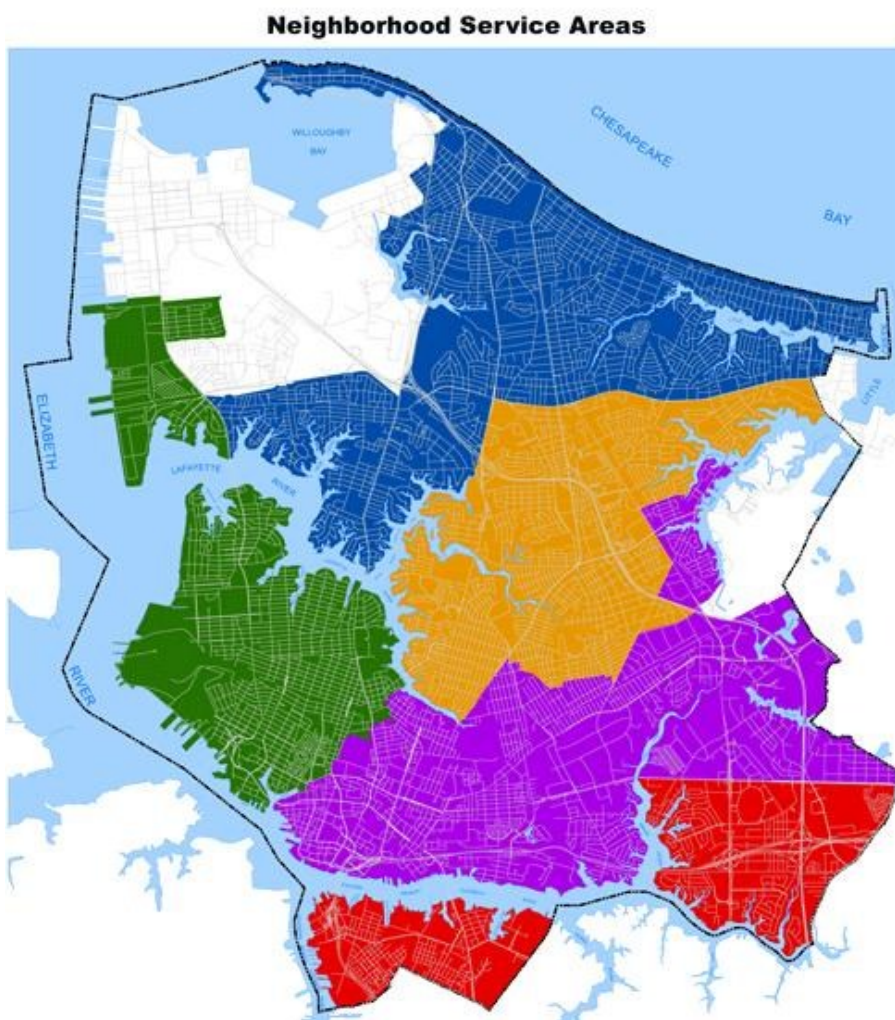
#### NORFOLK NEIGHBORHOOD CIVIC LEAGUES

Norfolk's more than 150 active civic leagues contribute to the City's long-standing reputation of resident involvement and neighborhood pride. Norfolk's civic leagues make a positive impact every day. As a

property owner and a landlord, it is important to be active in the neighborhoods. The small time investment of attending a monthly meeting will assist you in getting a sense of the issues in the community, build trust and open lines of communication with other property owners. These ties can result in relationships that allow for more constant eyes on rental properties. If there are issues, neighbors will share information which can discourage illegal activity. To find out more about Norfolk civic leagues visit: <http://www.norfolk.gov/communityenrichment/CivicLeagueInfoUpdate.asp>.

### BUREAU OF COMMUNITY ENRICHMENT'S NEIGHBORHOOD SERVICE AREAS

As a means to better support our neighborhoods, the Bureau of Community Enrichment's Neighborhood Development Specialists are now assigned to one of five areas in the City. Staff are working to facilitate increased communication between the City and community groups, connect those groups with the appropriate persons within the City and to consult on neighborhood improvement and problem solving strategies.



## Charting Your Course

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The Bureau of Community Enrichment has five service areas. Below is the contact information for each of the Neighborhood Development Specialists.

### **Red Service Area**

Jamie Kiernan Goldin

757-823-4289 (Office)

[Jamie.Goldin@Norfolk.gov](mailto:Jamie.Goldin@Norfolk.gov)

### **Purple Service Area**

Oneiceia Howard

757-664-6761 (Office)

[Oneiceia.Howard@Norfolk.gov](mailto:Oneiceia.Howard@Norfolk.gov)

### **Gold Service Area**

Jim Herbst

757-823-4210 (Office)

[James.Herbst@Norfolk.gov](mailto:James.Herbst@Norfolk.gov)

### **Green Service Area**

Vanessa Seals

757-823-4357(Office)

[Vanessa.Seals@Norfolk.gov](mailto:Vanessa.Seals@Norfolk.gov)

### **Blue Service Area**

Ray Ransom

757-823-4206 (Office)

[Carlton.Ransom@Norfolk.gov](mailto:Carlton.Ransom@Norfolk.gov)

## NORFOLK POLICE DEPARTMENT

The Norfolk Police Department has a number of resources for property owners. One of the strongest tools a property owner has to eliminate negative activity on their property is by posting a *No Trespassing* sign. For more on posting and enforcing *No Trespassing* on your property, see the chapter on the *Role of the Police*.

### **Community Resource Officers**

The Norfolk Police Department understands that it takes partnerships to reduce crime and improve the quality of life for those who live, work and enjoy the City. Each community in the City of Norfolk has their own Community Resource Officers (CROs) who build relationships and share information with the citizens.

As one of the key players in Norfolk's community-oriented government, the Norfolk Police Department embraces community policing as a means for collectively learning about community concerns and developing and implementing strategies to address law enforcement issues. Through this collaborative effort, partnerships that enhance quality of life and assist in the reduction of crime are being established. The various needs of our diverse communities are more easily identified through community policing. Police resources and other City services are strategically allocated to address the specific needs of each community.

Norfolk officers are trained and expected to treat citizens with respect and to conduct themselves in a manner that commands respect. We recognize that citizens appreciate officers who:



- Possess the knowledge, skills and desire to solve problems within the community
- Know community members and are known in the community
- Take action based upon community needs and proactive policing
- Treat citizens fairly and equitably
- Follow-up on requests for assistance and ensure that citizen problems have been resolved

If you would like to know more about the community policing initiative in your neighborhood, contact the police chief's office at 757-664-3280.

### Neighborhood Watch

Neighborhood Watch is a powerful tool that brings citizens together to make their neighborhood a safer place in which to live. Residents are more familiar with their neighborhood than anyone and are the most qualified to recognize when something is amiss. Neighbors work in partnership with the police department to identify suspicious or unusual people, vehicles or activities that may indicate a developing problem.

As a property owner and investor in the community, it would be valuable to see if your neighborhood is part of a Neighborhood Watch program. If they are, share the information with your tenants, talk to the watch coordinator, share your contact information and let them know that you want to proactively address any suspicious activities that happen on your property.

## VIRGINIA GENERAL DISTRICT COURT ONLINE CASE INFORMATION SYSTEMS

In the application process, a landlord should verify if a previous landlord has taken a prospective applicant to court for illegal detainer or other rental agreement violations. This can easily be done for court cases within Virginia, using the Virginia General District Courts Online Case Information System at: <http://epwsgdp1.courts.state.va.us/gdcourts2/captchaVerification.do?landing=landing>.

## VIRGINIA HOUSING AND DEVELOPMENT AUTHORITY (VHDA)

The VHDA is a self-supporting, non-profit organization created by the Commonwealth of Virginia in 1972 to help Virginians attain quality, affordable housing. The VHDA provides mortgages, primarily for first-time homebuyers, but also works with property owners to help put quality housing within the reach of every Virginian. The following website has a list of resources for multi-family housing, financing and tax credit options for affordable rental housing in Virginia: <http://www.vhda.com/BusinessPartners/MFDevelopers/MFFinancing/Pages/MFFinancing.aspx>.

